

# EXHIBIT 10

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### JOB OFFER CHECKLIST

This document will be placed in your personnel file. Please verify that the Job Title, Work Location and Base Compensation Rate are correct before you click **Next**. If the information is not correct, exit Online Forms and notify the HR administrator.

**Name:** Kristina Mikhaylova

**SSN:** [REDACTED]

**Home Phone:** [REDACTED]

**E-Mail Address:** [REDACTED]

**Requisition #** 72315631

**Work Location:** Bloomingdale's - NY 59th

**Job Title:** Furniture/Bedding Sales

**Dept/Work Area:** Hosiery/Accessories

**Reports To Manager:** Margit,Viktoria

**Employee Type:** Hourly Regular Full Time

**Base Compensation Rate:** \$13.50

**Compensation Type:** Hourly

**Commission Plan:** D.V.C. - BY MERCH %

# Welcome To Bloomingdale's

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ALTHOUGH IT IS OUR PRESENT INTENTION TO CONTINUE THE BENEFITS AND PRACTICES DESCRIBED IN THIS BOOKLET,

# Welcome To Bloomingdale's

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**BLOOMINGDALE'S MUST, OF COURSE, RESERVE THE RIGHT TO ALTER, REDUCE OR ELIMINATE ANY BENEFITS, POLICY OR PRACTICE, IN WHOLE OR IN PART, WITHOUT NOTICE, SUBJECT TO ANY APPLICABLE LAW.**

This handbook provides you with useful information that you will need throughout your career. Read through the information carefully, since following the rules and policies outlined in this handbook is an essential part of your job. The book is yours to keep -- you may want to refer to it from time to time when you have questions about your employment with Bloomingdale's. Of course, feel free at any time to direct questions to your manager or supervisor.

Once you've read and understand the contents of this handbook, please sign the "Statement of Awareness" in the back of the handbook. You must turn it in to the Human Resources Office to receive your identification card.

The purpose of this handbook is to provide guidelines and general information. Because retail is a dynamic business, there may be a need to modify benefits, policies and procedures to accommodate changes that may occur. This book may be revised or expanded to reflect those changes. It is not intended to be all-inclusive.

**This handbook does not create any contract rights and is not a guarantee of any kind. Nor do we guarantee your employment for a definite period of time; you are free to terminate your employment at any time, with or without a reason and with or without notice, and Bloomingdale's has the right to terminate your employment at any time with or without a reason and with or without notice. Although Bloomingdale's may choose to end your employment for a cause, cause is not required. This is called "at will" employment. Further, Bloomingdale's has the right to manage its work place and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify and lay off, as well as terminate employees at any time with or without a reason and with or without notice.**

The policies and procedures herein cannot be altered by statement or promises by managers or other executives.

These guidelines supersede and invalidate any stated in prior handbooks, policies or other manuals. Each employee understands and accepts these conditions of employment.

# Welcome To Bloomingdale's

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## A Look Back ...

To many, the name **Bloomingdale's** means creativity, elegance, fashion and flair. Bloomingdale's is an acknowledged leader in the world of retailing. Achieving that position of a trendsetter was not an overnight occurrence, however. Our story began humbly on April 17, 1872.

The Bloomingdale's brothers, Lyman and Joseph, opened their original dry goods and notions store at 938 Third Avenue in Manhattan. It was a risky location, since the center of commercial activity at that time was forty blocks further south. In fact, their first day's receipts of only \$3.68 did not bode well for the success of the venture.

But the brothers foresaw the northward push of the city and knew their site could be profitable. They were right. Only fourteen years later, they needed to expand and moved the business four blocks north, to its present location at 59th Street. By 1931, Bloomingdale's had grown from a small store-front to a major department store occupying an entire city block.

The Bloomingdale brothers were innovative merchants who understood that it took more than merchandise to make a successful store. When they moved to their six-story building at 59th Street, they installed an elevator, or "sky carriage", as they called it -- to be sure that customers would travel above the first floors. Because it was one of the first passenger elevators in the city, people came to Bloomingdale's just to ride in the mahogany-trimmed cars, but they stayed to shop.

Much of our early success can be traced to our location. Although initially it was out-of-the-way, the Third Avenue "El" (elevated train) soon rumbled past, bringing downtown to our doorstep. With the installation of the new subway system in the 20's came the slogan "All cars change to Bloomingdale's". The opening of the Queensboro Bridge improved our accessibility to Long Island. We were suddenly in the hub of the city.

After World War II, Bloomingdale's began a program of growth that continues today. We began our expansion in the New York metropolitan area, capitalizing on our uniqueness in that market. As we progressed towards becoming a national chain, we have created the same excitement and customer response in each market for which the 59th Street store is famous. We have also become a "must see" of tourists from all over the world. Bloomingdale's is still the neighborhood store -- but that neighborhood has grown to include the entire world.

In 1929, Bloomingdale's joined Lazarus, Burdines and other department stores in the newly formed Federated Department Stores. As a corporate parent, Federated provides guidance and capital, although the various divisions retain their own individual personalities. From its pre-Depression beginning, Federated has grown to become one of the largest retail conglomerates in the nation.

## Welcome To Bloomingdale's

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In 1988, Federated Department Stores, Inc. joined Allied Stores Corporation. In 1994, Macy's East and Macy's West joined the Federated Department Stores "family", now led by Terry Lundgren, president, CEO and chairman. Other Federated divisions include: Burdines, Bon Marché, Rich's/Lazarus/Goldsmith and Macy's (East and West).

Over the years, Bloomingdale's has grown because of forward-looking management who maintained a keen interest in the communities we serve, superior merchandise cleverly displayed, and solid relationships with customers and employees. For over 125 years, whatever trends we were setting, the quality of our merchandise and the caliber of our customer service have contributed as much to our success as our vision and taste. In today's highly competitive retail environment, we continue to insist on the best values with the highest quality standards. And today, when good service is greatly appreciated, the customer remains our first priority.

Our management team led by Michael Gould, chairman, believes that our future success depends upon our team of people. As a new member of that team, we expect a lot from you but we have a lot to offer in return. We hope your career with Bloomingdale's will be a long and pleasant experience.

For over 125 years we've been "Like No Other Store In The World".



# Welcome To Bloomingdale's

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## Bloomingdale's Promise

### To Our Customers

We understand that you want more from your shopping experience.

You have a passion for the good things in life.

So our business is to search the world, finding the best selection of merchandise and editing it just for you.

Building on our heritage as a fashion leader we will continue to define and deliver the most important new trends and we will always be in stock on the most important basics.

Our friendly, knowledgeable people will always fulfill your needs and are committed to deliver the fast, easy and pleasant shopping experience you want.

In the end, our promise is simple:  
we want to make Bloomingdale's your favorite store.

### To Our Coworkers

The b-way

"We understand you want more out of life.

A challenging and rewarding career,  
plus the ability to enjoy a balanced life.

Our success depends on the  
engagement of our people.

For this reason,  
we have the b-way;  
an ongoing initiative focusing on  
culture, communication and balance.

In the end, our promise  
to our employees is simple:  
We want to make  
Bloomingdale's the best place to work"



# The B'Way of Service

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## Our Service Promise

*"Bloomingdale's is committed to continuous improvement in the quality of our service. We will provide friendly, knowledgeable and efficient service to all our customers while continuing to increase the size of our business with our best customers through the use of relationship clienteling. We will offer a pleasant, fast, easy-to-shop environment. We will support a friendly generous return policy."*

We make this promise to our customers on the selling floor, over the phone and in the back areas. Whatever job you fill, you represent Bloomingdale's to our customer. The continued loyalty of our customers depends upon their trust in you.

Our obligation is simple: We will smile and quickly greet all customers, recognizing charge customers by name. We will make all our guests feel at home. Our sales associates will understand the features and benefits of our product, as well as understand how to build sales and complete transactions. We will be committed to understanding the total needs of our customers, and providing them with solutions.

To help you understand how to deliver on the promise, we have identified four key priorities of selling.

### **The Four Basic Selling Priorities**

The four basic selling priorities represent the fundamentals of winning customer service, which we provide to all of our customers. These fundamentals were developed as a result of many customer focus groups around the country.

**Greet** or acknowledge your customer within 30 seconds.

**Sell** Show or suggest additional merchandise or recommend more of the merchandise your customer is interested in.

**Close** Offer to charge the purchase on your customer's Bloomingdale's account, or suggest your customer open an account if he or she does not have one.

**Satisf** Establish rapport with your customer to ensure the shopping experience with you is pleasant and satisfying, so he or she will want to visit you again in the future. Thank the customer (by name, if possible), ask if you may put his/her name in your Client Book, and ask if you may call to follow up on the purchase.

## The B'way Of Service

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### ***When Handling Returns...***

Bloomingdale's fine service extends not just to purchases, but to returns as well. We take pride in being a "service store" and that means pleasing the customer in any way we can. When a customer is dissatisfied with the performance of our merchandise, it is our policy to satisfy the customer.

### ***Bloomingdale's Return Policy***

Anything purchased at Bloomingdale's is returnable to Bloomingdale's. If you have proof of purchase, we will refund the purchase price in the original form of payment. If you don't have a receipt\*, we will credit your Bloomingdale's account, and if you don't have an account, we will issue a merchandise credit.

\* If you have no proof of purchase and did not use your Bloomingdale's card, you will receive the lowest price of the season.

Many returns can be turned into sales if handled properly. Always ask the customer why he/she is making the return, to help you identify merchandise that will better meet his/her needs. Of course, close every return by offering to credit the customer's Bloomingdale's account.

Some departments (e.g. Social Dresses, stationery, etc.) have more specific return policies. You will learn more about these when you get to the floor.

NOTE: When employees are returning merchandise they are required to credit all items to their Bloomingdale's accounts.

# Our People

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## Guidelines for Behavior

Bloomingdale's has established rules and procedures, many of which are described or referred to in this book. These serve as a guideline for behavior, designed to protect our people and our assets, and may only be changed in writing by the Senior Vice President of Human Resources.

At Bloomingdale's, we place a great deal of importance on the individual employee. We give employees the right to make decisions and act on those decisions. In return, we expect that you will respond in a fair and honorable way. Everyone benefits when company rules are followed. Bloomingdale's does not intend to infringe upon the personal freedoms of our coworkers, but simply to guarantee a safe and harmonious working environment. Violation of Bloomingdale's guidelines will result in disciplinary action, including termination of employment. If you ever have questions about a rule or regulation, ask your manager or Manager of Human Resources before you act.

## ***Solicitations***

Solicitation of or distribution to associates or others by any person who is not employed by Bloomingdale's is prohibited at all times on company property, and throughout the store.

Solicitation of or distribution to associates by other associates is permitted on company property, provided:

1. The associate doing the solicitation/distribution is not on working time, **and**,
2. The associate receiving the solicitation/distribution is not on working time, **and**,
3. The solicitation/distribution is not attempted in areas open to the public when the store is open for business, or in a manner that is disruptive to customer service or to another associate who is on working time.

"Working time" does not include time before or after scheduled work hours, or during lunch periods or paid rest periods.

This rule applies to all Bloomingdale's locations and to solicitations/distributions for all purposes including lotteries and raffles, political, religious, labor or fraternal organizations and the like. The only exceptions to this policy are the annual United Way Campaign, and other community benefits projects which are specifically authorized by the company (i.e. Partners in Time), and approved business-related vendor or company events. Violation of this policy will result in disciplinary action up to and including termination.

## Our People

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### ***Electronic Technologies***

In your job, you may use various electronic technologies, including computers, the computer network, voice mail, electronic mail (e-mail), cellular phones, faxes, pagers, handheld electronic or digital devices, and the Internet and Intranet systems ("Systems"). By using the Systems, you are agreeing to abide by the Company standards and procedures that apply to your use of those Systems. The full standards and procedure policy are available in Human Resources and are also distributed to all executives. They are designed to provide guidelines for your use of and access to Company Systems, but they cannot address every issue. You must exercise good judgment in using the Systems and must address any questions or concerns with your supervisor.

Any employee who violates any of the standards or procedures related to Company Systems may be subject to disciplinary action, up to and including termination.

### **Summary Of Standards And Procedures**

The following is a summary of some of the standards and procedures that apply to your use of all Company Systems:

- Systems are to be used for Company business only; your supervisor must approve any limited exceptions.
- Any information you receive or have access to that relates to the Company or the Company's business, customers, finances, Systems, etc. is strictly confidential and proprietary and may not be disclosed to anyone outside the Company, except on a "need to know" basis in the performance of your work duties. Particular care and good judgment must be exercised in transmitting confidential information over Systems or to third parties. Non-employees may be given access to Systems only with appropriate approvals and the issuance of a separate log-on and password.
- You should have no expectation of privacy when using Systems, including e-mail and voice mail. Subject to applicable laws, information on or use of the Systems may be monitored, accessed, deleted or disclosed at any time without your permission.
- You may access Systems only using your own log-on and password. You must protect the confidentiality of your password and change it regularly. Passwords are provided to protect the Systems; they are not intended to assure employees that messages or information on these Systems will be kept confidential. The Company reserves the right to reset your password without notice, to revoke your access to the Systems at any time, and/or to require you to disclose your password.

## Our People

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- Only Federated Systems Group (FSG) and divisional technical support personnel may purchase hardware or software or load it onto any Systems, and no software may be copied from any Systems. All software and other equipment must be used in accordance with applicable licensing agreements and Company policies.
- Company Systems may not be used for solicitations for commercial ventures, religious or political issues, or outside organizations, or for the distribution of chain letters or copyrighted or otherwise protected information.
- Any business procedure, software, program, system, design, drawing or other creative work developed by you while you are employed at the Company is Company property, unless demonstrated unrelated to the subject and methodology of your employment, and the Company holds the intellectual property rights to such works. You agree that each such work shall be a “work made for hire” under the United States Copyright Act of 1976, as amended.
- You should treat e-mail and voicemail as you would treat a memo. Do not say anything in an e-mail or voicemail that you would not say in a formal memo, and label any confidential or privileged e-mail accordingly.
- Systems may not be used to access, create, transmit, receive, or post any information or files that may potentially be inappropriate, offensive, defamatory, disruptive, illegal, threatening, or harassing or that may potentially contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address age, gender, race, sexual orientation, religious or political beliefs, national origin or disability.
- You must maintain Company Systems and equipment in good working order and promptly inform FSG of any problems or maintenance needs.
- Company Systems may not be used in a manner that overloads the Systems (e.g., by sending an e-mail to a large group of users unless specifically authorized in the performance of your work duties). Company Systems also may not be used to participate in Internet discussion groups or chat rooms unless such participation is authorized and related to the performance of your work duties.
- Accessing information, data and/or files without a legitimate business reason and proper authorization is prohibited.
- Only employees who have a business purpose for using the Internet will be given access to the Internet and that access may be limited to certain websites.

## Our People

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Only the Federated Corporate Communications Department and designated public affairs executives may make public statements on behalf of the Company, including in an e-mail or on a website.

### ***Disclosure Of Confidential Information***

If an individual who is not an employee at Bloomingdale's directs questions to you on matters relating to company activities, policies or personnel, do not attempt to answer such an inquiry. Refer the individual to the General Manager's Office.

As an employee of Bloomingdale's, you may have access to information about the company, which is not available to the public. It is the responsibility of every employee to treat this kind of information appropriately and not share it with anyone outside the company.

Each employee shall not disclose to anyone outside of the company, or use in other than the company's business, any confidential information relating to the company's business, obtained in any way while employed by the company, unless authorized by the company in writing. Remember this means confidential information about Federated Department Stores, Inc. or any other Federated Division, as well as confidential information about Bloomingdale's. Information about the company, unless previously released to the public, must be considered as private and confidential. All manuals, procedures, reports, papers or other documents (and all copies thereof) relating to the business of the company in any way obtained by you while employed by the company are the company's property and shall be returned to the company at any time upon the company's request, and in any event on termination of employment, together with a written certification of compliance.

## Our People

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### ***Use Of Inside Information***

Boomingdale's and Federated Department Stores, Inc.'s policy forbids employees from using for personal advantage, or enabling others to use, information that employees acquire during the course of their employment with the company that has not been publicly disclosed ("Inside Information"). Such Inside Information could be used for personal advantage in a number of ways, such as, trading in company (Federated Department Stores, Inc.'s) stock. Trading in company stock, or in the stock of any other corporation, on the basis of material Inside Information, by an employee or by others who have acquired Inside Information from such an employee, in addition to raising obvious ethical considerations, subjects the user of such Inside Information to civil and criminal charges and exposes the company to embarrassment and potential liability. Therefore, the company strictly forbids all employees from using Inside Information for personal gain or disclosing Inside Information to outsiders, either intentionally or inadvertently, under any circumstances, whether during business hours or at informal after-hours discussions.

### ***Accuracy Of Reporting Of Company Information***

It is the policy of Bloomingdale's and Federated Department Stores, Inc., to ensure that all information including financial information, relating to the business of the company that is publicly disclosed be as accurate as possible. Therefore, if you become aware of any inaccuracies in, or any failure to properly report, information relating to the business of the company, you should promptly report these matters to your immediate supervisor. In addition, if you become aware that the company's procedures for collecting and reporting information have not been strictly followed, you should report this even if such failure has not resulted in any inaccurate public disclosure. Additional reporting alternatives are the Office Of Compliance (513-579-7836) or the company's toll-free hotline (1-800-763-7290).



## Our People

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### ***Outside Employment***

As a Bloomingdale's associate, your first loyalty should be to the company. Accepting outside employment that conflicts with your Bloomingdale's responsibilities is a violation of that loyalty. We therefore, reserve the right to ask any employee to give up any outside employment that interferes with job performance or in any way conflicts with Bloomingdale's business or the individual's obligation to Bloomingdale's. Any outside employment should be discussed with your supervisor and/or Human Resources office to avoid any possible conflict. Please be aware that entering into or engaging in outside employment or similar activity that creates a conflicting interest with or competitive environment to company business is grounds for disciplinary action, up to and including termination.

### ***Legal Compliance***

All of us have an important responsibility to preserve and guard our integrity and that of our company. We have earned an excellent reputation in the community over a period of time, and have high standards of conduct in dealing with customers, suppliers, shareholders, government authorities and, of course, our fellow employees.

Bloomingdale's is committed to compliance with all laws, especially those which affect our business. We cannot do this without your help and cooperation.

Each of us must avoid even the appearance of wrongdoing, at all times, and must conduct our business in compliance with all applicable laws. If you become aware of any behavior which you think may be a violation of applicable laws, you are strongly encouraged to speak to your supervisor or if you prefer, someone in the Federated New York Law Office. The company will not tolerate any retaliation against you for reporting in good faith the criminal conduct of others.

If you supervise other employees, you are responsible for your own actions, as well as for the example and working climate you establish for those who report to you. It should be a climate where compliance with all applicable law is expected.

Violation of a law, which affects the Company's business, by you or those within your area of responsibility, may be grounds for disciplinary action, including dismissal. In some cases, violation of such a law may carry state and local penalties for the employee(s) as well as for the company.

Our reputation as a law-abiding company is essential to our continued success. Each of us is personally responsible for preserving that reputation.

# Our People

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## Equal Employment Opportunities

Bloomingdale's policy is to employ and recognize the talents of the company's present and future employees, at all levels, to their fullest potential. It is Bloomingdale's policy to provide equal opportunity to all qualified persons without regard to race, religion, color, sex, age, disability, national origin, sexual orientation or any other protected category.

We expect that you will treat each other with respect and thoughtfulness. Bloomingdale's believes in a work place that is free from discrimination and one that respects the cultural diversity of its members. We need your cooperation to maintain this professional environment.

As an equal opportunity employer, we will not discriminate in hiring, promoting, terminating, or in the terms or conditions of employment because of race, religion, color, sex, age, disability, national origin, sexual orientation or any other protected category.

All hiring and employment practices, including: compensation, transfers, layoffs, termination, benefits, recruitment, employment and advancement shall be free of discrimination on the basis of any of the factors listed above. In addition, our service to customers will exemplify our commitment to a discrimination-free environment. We will not discriminate in approaching or servicing our customers on the basis of any of the factors listed above.

## Bloomingdale's No Harassment Policy

Bloomingdale's is committed to the principles of Equal Employment Opportunity. As part of this policy, all employees should experience a working environment that is free from all forms of discrimination and harassment, including but not limited to sexual harassment and any other form of harassment based on race, color, national origin, sex, sexual orientation, religion, age, disability or any other protected category.

It is against the Company's policy for any associate to unlawfully harass another associate. Therefore, the company will treat harassment as it does any other form of employee misconduct and it will not be tolerated.

### ***Sexual Harassment***

No employee, either male or female, should be subject to unsolicited and unwelcome sexual overtures or conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and/or other verbal, visual or physical conduct of sexual nature where:

## Our People

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1. submission to such conduct is made either explicitly or implicitly a term or condition of the employee's continued employment;
2. submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

All employees are prohibited from offering, promising, or granting preferential treatment to any other associate or applicant for employment as a result of that individual's engaging in or agreeing to engage in sexual conduct. Likewise, all associates are prohibited from using any other associate or applicant's refusal to engage in such conduct as a basis for an employment decision affecting that individual or others. An intimidating, hostile or offensive working environment may be created by such circumstances as pressure for sexual activities, unwanted and unnecessary physical contact with another associate, verbal abuse of a sexual nature, the inappropriate use of sexually explicit or offensive language, or the display in the workplace of sexually suggestive objects or pictures. This would include the placement of offensive materials on the walls or bulletin boards or the circulation of offensive materials received electronically through the company's email or other electronic systems.

### Other forms of Prohibited Harassment:

Similarly, a racially hostile working environment may be created by such things as verbal abuse of a racial nature and the use of racially derogatory terms. Other hostile work environments may be created by the use of epithets, slurs or derogatory terms based on the associate's color, national origin, religion, gender, sexual orientation, age, disability, or any other protected category.

### Complaint Procedure:

Bloomington's does not condone and will not tolerate harassment on the part of any supervisor or coworker. Associates who believe that have been subjected to or observed such behavior by a supervisor or coworker must report the situation immediately to:

1. A supervisor;
2. a Human Resources representative;
3. the Federated Department Stores' Office of Compliance hotline at 1-800-763-7290; or
4. Bloomington's hotline at 1-888-522-8260.

If a satisfactory response is not received from the person to whom the complaint was made, the associate should bring the complaint to the attention of one of the other people/offices listed above.

## Our People

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All complaints of sexual and other forms of harassment are taken very seriously by the company. All such complaints will be promptly investigated and handled as confidentially as a thorough investigation allows. Following a complete review of the complaint, appropriate recommendations will be made and communicated to the parties involved.

### Remedial Action:

Any associate determined to have engaged in sexual harassment or any other form of harassment will be subject to discipline, up to and including discharge. Further, retaliation in any form against an associate or applicant who complains of discrimination or harassment is strictly prohibited and will itself be cause for disciplinary action up to and including discharge.

### Americans With Disabilities Act

It is Bloomingdale's corporate policy to comply with all laws that are applicable to our business and operations. One such law is the Americans With Disabilities Act of 1990 (ADA). This Federal law is intended to prevent discrimination against people with disabilities, and applies to Bloomingdale's customers as well as to our employees. The following is intended to provide an overview of this important law and help each of us contribute to Bloomingdale's ADA compliance efforts.

At Bloomingdale's we believe in recognizing and maximizing the talents and abilities of candidates and employees. A qualified individual with a disability who meets legitimate skill, experience or other requirements for a position that he or she holds or seeks, and who can perform the "essential functions" of the position, with or without reasonable accommodation, shall be considered equally with other candidates or employees with the same or similar qualifications.

Bloomingdale's stores are considered places of public accommodation and as such, are subject to a variety of laws governing the operation of such facilities. Such laws include the Americans with Disabilities Act (ADA), which requires that accessible facilities be provided for people with disabilities. Bloomingdale's has adopted a comprehensive ADA compliance program to address these issues. The services available at Bloomingdale's for customers with disabilities are described in the brochure "*Customer Services*". Every associate should become familiar with the contents of this brochure. We want all customers, including those with disabilities to have reasonable access to Bloomingdale's merchandise and receive appropriate assistance.

Any reasonable request for assistance should be accommodated. We expect that every associate should anticipate that people with disabilities may require additional assistance and be prepared to provide that assistance. If you are unable to provide assistance personally (because you are helping other customers,

## Our People

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or cannot leave your area uncovered, for example), or are uncertain what to do in a specific case, contact your manager or the manager on duty and inform him or her that it is a request for accessibility assistance.

Appropriate assistance for customers with disabilities may include:

- Reading merchandise tags to a customer with a visual impairment
- Bringing the merchandise to the customer
- Writing or reading notes to facilitate communication to a person with a hearing impairment
- Providing an accessible writing surface, or moving the signature pad
- Knowing and directing customers to accessible rest rooms, fitting rooms, telephones, entrances and emergency exits
- Providing a copy of the *Customer Services* brochure

It is also Bloomingdale's policy to maintain all accessible rest rooms and accessible fitting rooms in usable condition and to maintain a minimum of 36 inches of clearance for an accessible route to register stands that are accessible because they feature a writing surface that is convenient for a seated customer (i.e., not higher than 36 inches from the floor), and to fitting rooms and rest rooms designated as accessible to customers using wheelchairs or other mobility devices. Please bring any violations of that policy to the attention of your manager or another member of management.

It is the obligation of every Bloomingdale's employee to comply with these policies in practice and in spirit.

# Rules and Policies

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## Rules and Policies

### *Smoking*

Bloomingdale's is pleased to provide a smoke-free workplace for our coworkers. Smoking is not permitted anywhere inside the store (including vestibules and loading docks). We do not permit smoking in the entrance areas, as this creates an unpleasant atmosphere for our coworkers and customers entering and leaving the store. If you see a customer smoking in the store, politely ask him/her to put out the cigarette, cigar, etc.

### *Warranty Program*

Federal regulations require that copies of manufacturers' warranties be made readily available to customers before they purchase a product selling for more than \$15.00 that is covered by a manufacturer's warranty. This sign should be displayed in all departments where warranted merchandise is sold:

<p><b>Product Warranty Information</b> Product Warranty Information is available from the Manager's Office.</p>
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A master binder containing copies of the manufacturer's warranties is kept in the Managers' Office. If a customer requests to see a copy of the manufacturer's warranty, you must let the customer review the warranty from a box on the floor, or let him or her review the warranty in the binder.

### *Visits From Friends*

Please ask that family and friends not visit you at work, as that interferes with the performance of your job. After store hours, visitors may wait for you outside the coworker door, never inside. Friends may not join you in the employee lounge for lunch or breaks. It is reserved solely for employees.

### *A Place for Your Belongings*

A locker or other place for your belongings will be provided. Bloomingdale's is not responsible for personal property. For your own protection, you may not keep personal property on the selling floor (i.e. stockrooms, register stands and counters). Lockers are Bloomingdale's property and as such, are subject to inspection at any time.

## Rules and Policies

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### ***Visits From Friends***

Please ask that family and friends not visit you at work, as that interferes with the performance of your job. After store hours, visitors may wait for you outside the associate door, never inside. Friends may not join you in the employee lounge for lunch or breaks. It is reserved solely for employees.

### ***Telephone Talk***

Answer the telephone in your department promptly, giving the name of your department and your name ("Bloomingdale's Handbags, Ms. Blake speaking"). Be sure phone customers receive the same fine service they would if they were shopping in person.

You may use the telephones in your department to call customers regarding company business. Please use the public telephones for all outgoing personal calls. Incoming personal calls will be accepted only in cases of emergency. The Human Resources Office will take the call and relay the message to you. Do not give your extension to family or friends. Use of the store phones for personal calls can result in disciplinary action.

### ***Employment of Relatives***

At Bloomingdale's we believe that our employees are our best recruiters. We will consider employees' relatives for employment using the same criteria we apply for other applicants, subject to certain placement restrictions. These restrictions are intended to prevent one family member from providing favorable treatment or exerting undue influence over the career of another on the basis of a familial relationship, or to eliminate the appearance of such treatment or influence.

Executives who are related may not work in a supervisor/sub-ordinate (either direct or indirect) relationship with his/her relative, nor may they report to the same supervisor. No member of management will be allowed to have an impact on the performance appraisal of a relative or be in a position to affect the terms and conditions of a relative's employment.

When employees become related by marriage or become involved in a close personal relationship, the position held by each will be reviewed, and if appropriate, a transfer or reassignment will be made as soon as possible, or some other action will be taken. The same practice will be followed if, as a result of restructuring responsibilities, related employees are placed in positions that are not in compliance with the above policy.

## Rules and Policies

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### ***Sales Enhancement Duties***

Teamwork is the key to running a successful organization. All sales professionals are expected to assist in the general operation of their departments. The duties are varied, but they enhance our store environment and are necessary for us to properly present ourselves to the customer and ensure your success. These responsibilities may include (but are not limited to):

- ☐ Hanging, folding and presenting merchandise, including floor recovery and maintaining security standards
- ☐ Tidying and/or dusting showcases, register area, shelves and fixtures
- ☐ Monitoring the selling floor for the appropriate assortment of merchandise and filling in sizes and styles as needed
- ☐ Maintaining the fitting rooms, including returning "hangbacks" to the correct location on the floor
- ☐ Properly maintaining the hold area and stockrooms
- ☐ Assisting with counts, markdowns and inventory preparation as needed

### ***Your Clientele Book***

At Bloomingdale's, we value our relationship with our clients. All sales associates will be issued a notebook in which they must keep their clientele records. We ask you to make frequent contact with your clients, by phone, and occasionally through the mail. These activities are part of your job, and they should therefore be done during the workday. Neither these, nor any other work-related activities may be conducted outside of the workday.

Your client book is the property of Bloomingdale's and should not be taken home at any time for the purpose of contacting clients, updating files or performing other work-related activities. The Clientele Book must remain in the store at all times, and if you leave our employ, the book remains with us.

### ***Customer Privacy Policy***

Working with your customers in a client relationship requires maintaining personal information about them, including name, address, phone and e-mail and account information. At Bloomingdale's, we are committed to respecting our customers' privacy and handling their personal information appropriately.

We maintain information about existing and prospective customers solely for business purposes. We encourage you to offer individual client services to our customers. Always ask permission first, and let customers know you will use their personal information to contact them if they allow you to add them to our associate client books or lists. All customer information, including associate client books, is the property of Bloomingdale's. You may not take customer information from the store for any reason and you may not misuse customer information in any way.



## Rules and Policies

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You may not share customer information from your client book with other departments in the store, with vendors or other businesses. You also may not contact customers for reasons other than business. If a customer asks you to remove him or her from your client book, do so immediately and do not contact the customer again.

If a customer has questions about our privacy policy, direct him or her to the Managers' Office where we keep copies of the privacy policy. A copy will be provided upon request. If the customer wishes to no longer receive mail, phone calls or email from Bloomingdale's, or has questions about our policy, you may also direct the customer to our toll-free privacy number: 1-888-529-2254.

# Rules and Policies

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## **b-style, the Bloomingdale's Look**

Bloomingdale's has an international reputation of being a fashion leader and trendsetter. For many of our customers, that is the reason they shop at Bloomingdale's. As a Bloomingdale's employee, you are very much a part of that image. Whenever you come in contact with a customer, you are a walking advertisement for yourself and the store. Take pride in your appearance. Being neatly dressed in business attire is as much a part of your job as approaching a customer or wrapping a package.

"Well dressed" is more than just having on the proper clothes. It means wearing clothes that are clean and neatly pressed. It also means a neat hairstyle and clean, well-groomed nails. It means looking neat, professional and stylish. A good rule of thumb: if your outfit or appearance causes comment or draws attention – don't wear it.

The dress regulations provided here are intended as a guide. From time to time, more detailed dress guidelines are distributed and should be followed closely. The Vice President of Human Resources Stores must approve any exceptions to the dress regulations stated here. Wearing store-owned merchandise is forbidden unless specifically requested by a member of Senior Management in relation to a special event.

### ***Women's and Men's Wear***

**b-style** dressing consists of two options, **b-style** and **b-style II**.

**b-style** consists of a matching solid black outfit. It may be a simple black woven or knit shirt and black tailored pants or skirt. A solid black dress also may be worn to be in compliance with **b-style**. Belts and shoes must be solid black also.

**b-style II** consists of a solid black suit accompanied by:

For men: A solid colored or white dress shirt and tie. A thin conservative stripe is permissible. Note: a black shirt should **not** be paired with a black tie.

For women: Tops may be solid colored or white. A thin conservative stripe is permissible.

For both men and women, **no** patterns or multiple- colored stripes are allowed.

For Women, there is no need to wear hosiery in either categories of **b-style**. If women choose to wear hosiery, it must be neutral or black.

**b-style II** is required for all sales associates working in the following areas: Men's Dress Furnishings, Men's Clothing, Furniture, Fine Jewelry, Maximilian Fur Salon. In all other selling areas and back office departments, associates have the option to wear either **b-style** or **b-style II**.

## Rules and Policies

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Cosmetic associates and vendor specialists will all be required to wear **b-style** or **b-style II**. There will be no exceptions in any area. Denim is not acceptable.

Support Admin Teams must adhere to **b-style** but may substitute a black chino pant for a tailored trouser. Black denim or denim-stitched seams are NOT permissible. All shoes must be black.

Final notes to review regarding b-style and b-style II: The only visible body piercing allowed includes one set of earrings. No tattoos may be visible. Men are required to wear black hosiery at all times. Black dress shirt may not be worn with solid black ties. Tops worn under b-style II may not have patterns or multi-colored stripes. All associates are required to wear appropriate undergarments. Other areas like engineering may be asked to wear a uniform. In this case, Bloomingdale's will provide the required uniform.

Chewing gum is unprofessional and is never allowed on the selling floor.

### **Name Badges**

At the completion of training, Bloomingdale's provides every selling floor employee with a name badge. The badge identifies you to the customer as an employee of Bloomingdale's. The badge **must** be worn right side up, above the waist at all times when on the selling floor. If your badge is lost, you must purchase a replacement from the Human Resources Department as soon as possible. Any other type of button or insignia (except those distributed by the company) must be small and tasteful. If it causes customer comments we may ask you to remove it.

**All Associates please note:** Hats must be removed when on the selling floor. Beepers and cellular phones (except as issued by Bloomingdale's, or if carried for verified medical reasons) should not be worn visibly. Cell phones and beepers **must** be kept on "vibrate" and must not be allowed to interfere with the performance of your job duties.

Violation of the dress policy will result in disciplinary action, including discharge.

# Rules and Policies

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## Grounds for Termination

The following represent some (but not all) of the rules that, if violated constitute grounds for disciplinary action, up to and including immediate dismissal:

The following represent some (but not all) of the rules that, if violated constitute grounds for immediate dismissal:

1. Use, sale, purchase, or working under the influence of alcohol, narcotics, or intoxicants of any kind (except drugs as prescribed) while on the job or on store premises
2. Fraud or theft including taking or giving away money or merchandise (including but not limited to unauthorized or inappropriate markdowns), unauthorized appropriation of company property, (including but not limited to salvage, testers, vendor "gifts with purchase")
3. Improper use of the associate discount; unauthorized use of coupons, holding merchandise or ringing a sale, payment, credit or return for yourself or a family member. NOTE: You may not ring sales, payments or returns for yourself or a family member under any circumstances, even when no discount is involved.
4. Possession or use of a weapon or explosives while on the job or on company property
5. Failure to report to work as scheduled for three days or more without notifying the store
6. Physical attack on an associate, customer or other person during the work day or while on company property; threatening or intimidating a associate (see Workplace Violence, page 32)
7. Misrepresentation or lying concerning conduct; falsification of records including forgery
8. Fraud or violation of company policies involving benefits, time keeping, credit cards, electronic gift cards, or commission sales or returns (including improper use of "123406" employee number)
9. Violation of the markdown policy, including failure to ring a sale at a correct price or failure to give a receipt, extending an unauthorized discount, giving an adjustment outside the Company's policy of 10 days or processing any markdown that is not authorized by management.
10. Failure to cooperate in a Company investigation; providing false or misleading information, or withholding information

## Rules and Policies

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11. Unethical, immoral, illegal or indecent conduct, including sexual or other harassment of associates or customers (See Harassment policy, page 16)
12. Unauthorized covert tape recordings involving company personnel or company business
13. Failure to place cash in the register following a paid transaction. Failure to give complete undivided attention to company cash until it is deposited. At no time are company monies to be placed in an associate's pocket or anywhere on his/her person nor entrusted to another coworker. Associates must use the escalators for transporting money to the cash office. Associates are not allowed to make stops along the way (bathroom, lounge, etc.).
14. Leaving the store with merchandise that does not match your receipt either in price or quantity

**The following represent some (but not all) of the rules that, if violated constitute grounds for disciplinary action, up to and including immediate dismissal:**

1. Smoking in unauthorized areas
2. Excessive rudeness to customers or coworkers
3. Insubordination
4. Excessive absence or tardiness. Failure to clock in or out properly.
5. Violation of proprietary data and/or confidentiality rules
6. Violation of selling floor regulations including failure to shank/use CRLs, failure to remove sensormatic devices or violation of hold policies, failure to process all transactions immediately.
7. Off-duty misconduct that affects the company's reputation or relationship with coworkers or customers
8. Violation of the dress code policy
9. Failure to follow security standards, for example, failure to use employee entrance, failure to rewire merchandise or lock cases; failure to get a COM (Customer's Own Merchandise) pass for a return
10. Any action which prompts a valid customer complaint
11. Below standard shopping service scores; failure to meet standards of customer service; failure to open new accounts

## Rules and Policies

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12. Solicitation on company time or company property
13. Transacting personal business on company time; disturbing the work of others during work time
14. Accepting tips from customers (except in Salon or Restaurant where tips form part of the compensation)
15. Disregard for safety standards; improper or unauthorized use of company equipment

Although the employment relationship may be terminated by Bloomingdale's or by you without following any formal system of discipline or warning, Bloomingdale's may exercise its discretion to use forms of discipline that are less severe than termination in some cases. Examples of this type of discipline include verbal warnings, written warnings, demotion, suspension and/or ineligibility for a salary increase. Although these types of steps may be taken in connection with a particular situation, no formal steps of counseling or any type of progressive discipline is required before the company may impose any form of discipline including termination.

# Safety and Security

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## Partners in Preventing Shortage (PIPS)

Shortage control is everyone's responsibility. Losses from shortage are one of the biggest problems facing retailers today. These losses affect profits and hurt our business, so in turn we all lose.

As part of your training, we will help you become aware of the causes of shortage: carelessness with paperwork, incorrect pricing and merchandise identification, shoplifters and guesswork.

### Remember:

- Ensure that sales are properly recorded
- Ensure that all returns are properly accounted for
- Ensure that all markdowns are properly recorded

Each store has a PIPS committee. Watch bulletin boards for ideas on how you can prevent shortage. Suggestions or ideas that you might have are always welcome. Controlling shortage in your department is an important part of your job.

If you observe, or are suspicious of any person who may be unlawfully taking merchandise or money, do not accuse the person. Call Loss Prevention immediately. Ask to have a store detective sent to your area. Try to keep the individual in the department until assistance arrives, but do not accuse or use physical force. Be prepared to give a full description of the individual to Loss Prevention. It is the responsibility of the Loss Prevention Department, as far as possible, to protect store property, customers and coworkers.

If you observe a coworker involved in the theft of money or merchandise, it is your obligation to report that theft. During training, you will be instructed on how to report coworker thefts through our Silent Partner program.

### ***Where You Come In***

The authorized Coworker Door is the only proper entrance to use when leaving the building – even on your day off. It will be the only entrance open prior to store hours. You should be prepared to show your Bloomingdale's ID to Loss Prevention personnel upon entering the building prior to store hours, or at any time during working hours. When returning, exchanging or just bringing merchandise through the store, you must come through the coworker entrance, receive a C.O.M. (Customer Own Merchandise) pass.

## **Safety and Security**

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### ***Loss Prevention***

Store Loss Prevention personnel may be posted at the Coworker door. When entering the store prior to store hours, (or periodically upon request from Loss Prevention) you will be required to show store identification.

You must use the Coworker Door whenever you exit the store (even on days off). The store reserves the right to inspect all shopping bags, brief cases, totes, handbags, or other items being taken from the store. You are responsible for the contents of any of the above items you are removing from the store. Approaching the coworker door with merchandise that does not match the receipt, either in price or quantity, is grounds for termination. Allowing these inspections is a condition of employment.

During Loss Prevention training, you will be given more detailed instructions regarding package check for purchases made during the day, and items you wish to return. Compliance with your store's package check procedures is also a condition of employment.

### ***Markdowns***

Markdowns are taken at the direction of the Central buyers, or to meet a competitor's price (with the consent of your manager). On certain rare occasions, an item will be damaged or soiled and a discount of up to 10% will be offered to the customer if another one is not in stock. These discounts must first be approved by a manager. Prior to certain sale periods, we may offer our clients the advantage of the sale price before it is available to the general public. The "pre-sale" transactions are not to be rung up until the sale period begins.

Our customers expect our pricing to be fair and consistent. It is Bloomingdale's policy to sell our merchandise at the advertised or ticketed price. Failure to do so will result in disciplinary action, including termination.

### ***Vendor Gifts***

Employees may not ask for, or accept gifts from vendors unless the gift is provided at a company-sponsored contest, event or vendor fair. To accept a gift from a vendor is a violation of company policy. Vendor samples or "gratis" (e.g. new lipstick shades or eye shadow colors) sent to a salesperson's home are not considered gifts, but a part of the person's on going training. The samples may not be distributed in the store, sold, exchanged, or returned for credit. Clothing given to Specialists by the vendor as part of their compensation or as a prize or award, must be sent to their home and cannot be distributed in the store, sold, exchanged or returned for credit. Violation of this policy is grounds for dismissal.



## **Safety and Security**

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### ***Salvage***

Bloomingdale's policy stipulates that merchandise or other company property designated as "salvage" (including food, Cosmetics "testers", penny merchandise and promotional items) may not be given away, sold at reduced price, taken home, etc. Speak to your supervisor about the proper disposition of damaged merchandise or property. Violations are grounds for dismissal.

### ***Samples and Gifts***

Bloomingdale's uses "gifts with purchase" and "purchase with purchase" items as a way to build business and customer loyalty. Taking these items, giving them to friends or customers except as outlined by the specific promotional event (e.g. one per customer, substituting a "purchase with purchase" for a "gift with purchase") is grounds for dismissal.

### ***Inventory***

All employees are required to assist with the inventory of merchandise in their assigned departments. The exact day/times vary, but you will be notified in advance. No vacations may be scheduled during the weeks in which inventory takes place.

## Safety and Security

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### Selling Floor Safety

Bloomingdale's strives to create a safe environment for our customers and coworkers to work and shop. Although each store has a safety committee to ensure that the overall condition of the store is a safe one, all of us play an important role in maintaining the safety of the workplace.

Accident prevention is a matter of common sense and constant awareness. On the selling floor, be aware of any hazards which could cause accidents or injury: keep aisles clear, close open drawers, pick up plastic bags, string, papers and other packing materials at once, wipe up any wet spots or slippery conditions immediately or report them to Housekeeping.

Use a ladder or step stool to reach -- never stand on a box or chair, or climb on shelves. Use common sense when climbing ladders or when moving racks or hampers. Load fixtures evenly so they do not tip over. Keep electrical cords under tables and away from places where they might cause tripping. Do not put broken glass into a wastebasket; call housekeeping to remove. Report any unsafe conditions like splinters in chairs and tables, worn or buckled carpeting, missing floor tiles, chipped glass on showcases, to the Manager's Office.

Even when we're careful, accidents do happen. Report any accident or injury (whether involving you, a coworker or a customer), no matter how minor, to Security.

#### Follow these steps when an accident occurs:

1. Help the injured person get comfortable, if you can, but do not move him/her
2. Notify Security immediately
3. Notice the condition of the accident scene; is it clean and well lighted, are there defects like missing floor tiles, wet spots, etc.
4. Be prepared to make a statement to a Security employee (and no one else)

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### Workplace Violence

Bloomingdale's is committed to providing a safe, violence-free workplace. Employees, consultants, customers, and visitors are prohibited from behaving in a violent or threatening manner. As part of this policy, Bloomingdale's seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

## Safety and Security

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Workplace violence includes, but is not limited to:

1. Threats of any kind
2. Threatening, physically aggressive or violent behavior, such as intimidation or instilling fear in others
3. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing, swearing, sabotage or threats of sabotage
4. Defacing company property
5. Bringing weapons or firearms on company premises, in company parking lots or while conducting company business

If you become aware of any of the above listed situations, immediately notify your Manager or Supervisor.

### ***Hazardous Materials***

Certain jobs within the company may involve contact with chemicals that could be considered hazardous. All employees are entitled to be informed about potential job-related chemical hazards, and the methods and equipment necessary to reduce illness/injury from these hazards. A hazardous chemical is one that poses a physical or health hazard. In our stores, these include, but are not limited to, solvents, floor cleaners, inks, paints, detergents, glues, dry cleaning compounds, photo processing chemicals and acids/alkali.

If your job involves contact with any of these hazardous chemicals, you will receive training that will include communication regulations, material safety data sheets, chemical hazards and safety, chemical container labeling, personal protective equipment, emergency procedures and first aid.

### ***Exposure Control***

Human blood and other bodily fluids can carry infections. If you see a spill that might be blood or other bodily fluids, do not attempt to clean it up yourself. Call housekeeping immediately. If you do come in contact with blood or other bodily fluids while at work, contact the Director of Facilities and Operations immediately. Employees, who by nature of their specific job functions, come in contact with these substances will receive training on how to best avoid exposure.

# The Work Day

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## The Work Day

### *Time Keeping Procedures*

You should be prepared to begin work promptly at your scheduled starting time. You should “clock” in at the exact time you start work and out at the exact time you leave work. Record your in and out time for meals as well. Your pay will be computed based on the hours you have recorded. Your manager or supervisor will verify the reported hours. It is grounds for dismissal to falsify your time, to “clock” in/out for someone else, or to ask someone to “clock” for you. Whenever you are working, you must be “on the clock”.

### *Your Schedule*

When you were hired, your manager gave you your basic schedule of hours (full time, part time or evening/weekend). The weekly work schedules will be posted in the department approximately three weeks in advance, but may be changed should the need arise. At least two evenings per week, three Saturdays and two Sundays a month are generally part of the full time work schedule for sales associates. Part-time and Evening Weekend schedules vary. Schedules for sales support associates depend on the needs of the area but usually involve some evenings and weekend work. Work schedules are neither permanent nor guaranteed, and all require evening and weekend work.

	Full Time	Day Part Time	Evening/Weekend
<b>Hired (coded) as</b>	37.5 hours/wk	Varies	16.5 to 18 hours/wk
<b>May work</b>	35 - 37.5 hr. (35 if working on Sunday)	20 - 30 hours/week	16 - 18 hours/week depending on schedule
<b>Shift</b>	8.5 hours (7.5 hours paid)	Varies	3.25 evening or 3.5 6- 7.5 hours on weekend
<b>Days per week</b>	Five	3 to 5 days	3 - 4 days
<b>Weekends</b>	2 out of 4 Sundays/month 3 out of 4 Saturdays/month	2 out of 4 Sundays/month 3 out of 4 Saturdays/month	Every weekend; min. one day
<b>Nights</b>	1-2 per week	Sale weekends, Shopping Night and Inventory	2-3 per week

## The Work Day

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### ***When You Are Paid***

Staff employees are paid every Friday for hours worked the previous week (ending Saturday). You may elect to be paid by check or through Direct Deposit.

Checks/advice ("stubs") are distributed by your supervisor. If you are absent or have your day off on payday, collect your paycheck (or deposit advice) at the Counting Room on the metro level when you return. You may review current and past paycheck information on **in-site**. You may also view all this information from your home computer by logging on to **www.employeeconnection.net**.

No one else may pick up your pay without written authorization. Read your pay stub carefully. We expect you to report any errors in your pay to the Time Office promptly and honestly. Failure to do so may result in disciplinary action, including termination.

### ***In-Site***

Federated Department Stores Human Resources employee self-service site. In-site permits associates to access personal information about themselves, their payroll and certain retirement and health benefits. In-site also permits associates to update personal information (such as address changes, direct deposit and W-4 federal withholding changes). Associates can access In-site on Bloomingdale's intranet or on the Internet via Federated "Employee Connection" at [www.employeeconnection.net](http://www.employeeconnection.net).

You may also access in-site from home. Log on to [www.EmployeeConnection.net](http://www.EmployeeConnection.net) (Federated's Employee Connection). This site allows Federated employees exclusive access to 10 categories of HR related information featuring over 100 links.

### ***Direct Deposit***

You may elect to have your pay deposited directly into your bank account (checking or savings). Complete the direct deposit authorization form in the Human Resources office. Bloomingdale's has relationships with area banks to provide free checking. You can obtain more information from Human Resources. This is a great way to avoid making trips to the bank.

### ***Payroll Problems***

If there is a problem with your pay, you must bring it to the attention of the Time Office, located on the first floor of the 60<sup>th</sup> Street Building. Failure to report an error or overpayment could result in termination. The Time Office schedule for correcting pay issues is:

## The Work Day

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Monday	5pm to 7pm (general business)
Tuesday and Wednesday	10am to 5pm (general business)
Thursday	10am-8pm (paycheck questions)
Friday	10am-12pm and 2pm-7pm (paycheck questions)
Saturday and Sunday	Closed

### ***Not Feeling Well***

If you are unable to come to work, you must personally notify the Human Resources Department at 705-3333 prior to your scheduled starting time. If you will be absent for more than one day, you must call in each day, unless you are instructed to do otherwise by the Human Resources Department.

If you have been out for more than three days, you will need to bring a doctor's note to the Human Resources Office prior to returning to work. If you feel ill during the day and need to leave early, advise a manager before leaving the building.

### ***Attendance Standards***

It is important to Bloomingdale's that you are on the job on time at your assigned work station every day you are scheduled to work. Time off for personal or medical reasons may be granted if necessary, but excessive lateness (more than two incidents per month) or excessive absence (more than one incident per month) will be considered unacceptable and will result in disciplinary action up to and including termination. Of course, this policy does not include absences protected by state and federal law.

If you are absent for more than three days without notifying the Human Resources Department, you will be considered to have resigned your job.

For pay purposes, TIA allows a **five-minute "grace period"** between your schedule and the exact time you clock in. For example, if your schedule begins at 9:00 a.m. and you clock in at 9:04 the system will pay you from 9:00 a.m. If you clock in at 9:05, the system will pay you as of 9:05. However, if you clock in at 8:56 the system will pay you from 9:00 a.m. If you clock in at 8:55, the system will pay you from 8:55 a.m. Clocking in 5 minutes or more before your schedule must be approved by your Manager in advance.

TIA allows a **ten-minute "grace period"** for lateness. If you clock in 10 minutes or more beyond your scheduled start time, you are late. If you clock in less than 10 minutes beyond your start time you will not be counted as late.

TIA provides your manager with an automated report of your lateness, absence and failure to clock.

## The Work Day

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### ***Relief Time***

It is important that you take your meal and break periods when they are scheduled to assure proper coverage and provide others with an equal opportunity to take their breaks. You may not skip your meal or break period, save it to the end of the day or save it for the beginning of the day.

The chart below shows how you will be scheduled for meal and break time and how it will affect your paid hours:

If you are **scheduled ...** you get ....

Hours scheduled	Hours paid	Meal period (unpaid)	Breaks (paid)
4	4	0	0
5	5	None	20 minute
6	6	None	20 minute
6.5	6.5	None	20 minute
7	6.5	30 minute	20 minute
7.5	6.5	1 hour	20 minute
8	7	1 hour	20 minute
8.5	7.5	1 hour	20 minute

# **Your Professional Development**

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## **Your Professional Development**

Your progress at Bloomingdale's is important to you; it is equally important to us. We want our employees to maintain high work standards, constantly gaining in knowledge and experience. Periodic performance appraisals provide the opportunity for all employees to be aware of their accomplishments, talents and abilities, and participate in identifying areas for growth.

Since you and the job you do are important to us, we want you to feel comfortable about discussing any aspect of your work with us at any time. We welcome your comments, suggestions of how to do the job better and discussion of your goals for the future.

### ***Training is a Shared Responsibility***

Every new employee participates in a brief Computer-based orientation to our store organization and basic policies. Sales associates will also receive Computer-based training on register and basic service skills. They will attend a comprehensive selling symposium to learn selling skills and customer service techniques. You will be constantly learning on the job as well. Our special merchandise newsletter Product Powers will provide the foundation of product knowledge. Your manager will tell you about new merchandise, why it is special and inform you of systems changes that are occurring. Periodically, other departments may sponsor information meetings to increase your awareness of special areas like shortage or job safety.

Training can help you grow within the organization by improving your knowledge and skills. Learning is a continuous process at Bloomingdale's.

### ***Career Options At Bloomingdale's***

Bloomingdale's offers many different opportunities for growth and development.

Beginning your career in sales or on one of our support teams, you can advance to positions of greater responsibility. A long-term career with Bloomingdale's could include a promotion to Selling Specialist, before moving on to Assistant Selling Manager, Merchandise Manager, Sales Manager, and possibly, Senior Merchandise Manager or Group Manager. Of course, your performance in your current position determines your eligibility for promotion to the next level.

Bloomingdale's believes in promotion from within. We post all available promotional positions at the coworker door. If you are interested in advancement opportunities, contact your Human Resources



## Your Professional Development

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Department or consult the Job Posting board in your store. Simply complete a Promotional Interest Form (available in Human Resources) to indicate the position in which you are interested.

### ***Sales Performance Management***

Reducing the number of customer returns and turning returns into sales is an important aspect of achieving customer satisfaction.

Returned merchandise will be deducted from the net sales of the original sales associate. Merchandise that is returned with a receipt, can be identified through account look up, has been shanked or through the use of CRLs, must be charged against the employee number of the original sales person so it can be properly deducted from his/her net sales. **Improper use of another associate's employee number when handling returns is a serious violation of company policy and is subject to disciplinary action up to and including termination.**

### ***The Performance Appraisal System***

An appraisal system is one way to inventory our most important asset -- our people. We believe that it is important for you to know what is expected of you in your job, how you are doing and what you can expect in the way of future growth and development.

Our appraisal system is an on-going process. Throughout the year -- monthly or quarterly, if you are in sales -- you will receive feedback from your manager about your job performance. Annually there is a formal evaluation of your performance, which serves as a guide for:

- Management in determining your contribution to the organization
- You in determining your level of job satisfaction and your future with Bloomingdale's

Your performance is rated objectively on the basis of realistic job standards. These standards will be reviewed with you when you begin your job. Consistent commitment to the Basic Standards for Performance is an important part of your job.

Failure to meet standards at any time -- whether performance, productivity or attendance -- will result in warning as part of our Performance Counseling Program. Our objective is to provide you with the support necessary to meet our standards. Repeated below standard performance, however, will result in termination.

# Your Professional Development

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## *How the Appraisal System Works*

### Initial Performance Appraisals

Your first six months of employment are a probationary period during which we evaluate whether your placement is appropriate. Your performance and as applicable, productivity, are evaluated twice during your first six months of employment. For continued employment, we expect you to:

- Achieve at least a meets expectations rating
- Meet the productivity standard of 90% of department sales per hour average in three out of four full months of employment
- Open at least one new Bloomingdale's account for every 20 hours of work
- Meet our expectations for service and client accumulation

Support positions have different, department specific standards.

If your performance meets the Basic Performance Standards for your job on your Initial Performance Reviews, you will be considered to have completed your probationary period and will participate in the regular Performance Management/Appraisal process.

If your overall performance in any of the above categories does not meet the performance standard (performance rated "below expectations" or below), your employment will be terminated.

### Annual Sales Performance Summaries

Annually, your manager or supervisor will write an objective appraisal of your overall performance. The performance areas on which you will be reviewed include:

- Selling skills
- Client Accumulation/follow -up
- Pre-selling
- Credit Solicitation
- Team Relations
- Customer Relations
- Floor Support responsibilities
- Dress Code Compliance /Name badge
- Attendance and Punctuality

## Your Professional Development

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Consideration for future advancement will also be based, in part, on your Performance Appraisal rating. Please feel free to approach your manager or supervisor, at any time, about your productivity or performance.

The rating is reviewed by members of senior store management and Human Resources. Your manager or supervisor will sit down with you to discuss the rating and develop an action plan.

### Annual Sales Support Performance Summaries

Annually, your manager or supervisor will write an objective appraisal of your performance based on his/her observations of the frequency with which you meet the standards for your job. The rating is reviewed by members of senior store management and the Human Resources Executive. Your manager or supervisor will sit down with you to discuss the rating and develop an action.

The review forms and appraisal schedules will be discussed with you in greater detail as part of your training.

# **Your Bloomingdale's Benefits**

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## **The Associate Discount**

The employee discount is one of the most valuable benefits that Bloomingdale's offers its employees. Use of the discount is a privilege -- one that can be revoked if abused. It is important, therefore, that you and your family members fully understand the rules governing the use of the discount.

### ***Violations are serious***

Violations of the discount policy are considered fraud and have serious consequences, including termination. Please read this brochure carefully, and be sure you fully understand all of the rules governing the use of the discount privilege. For example, it is a violation of company policy to:

Discount Rules (include but are not limited to):

- **You may not purchase merchandise using the associate discount for someone else, and be reimbursed in whole or in part for the merchandise**
- You may not buy items at discount for return elsewhere at full price or for use in a commercial venture
- You may not ring your own discount transaction, or that of your dependents or other family members (even if they do not receive a discount)
- You may not use another associate's account, or let another associate use your account
- You must credit all returns (even if purchased for you by someone else) to your Bloomingdale's associate account
- You may not purchase Bloomingdale's gift certificates on a third party charge to be credited to your Bloomingdale's account
- You are responsible for keeping your account current
- You must sign for all of your Bloomingdale's purchases; only authorized, eligible dependents may use your account.
- You may not sell anything purchased with your discount.

### ***Who is eligible?***

All Bloomingdale's employees are eligible for an employee discount. In addition, your spouse and your **unmarried, dependent children** (i.e. those who are claimed on your tax return) are eligible to use your discount. Other relatives (brothers, sisters, aunts, uncles, nieces, nephews, parents, grandparents, in-laws) are NOT entitled to benefit from your discount.

## Your Bloomingdale's Benefits

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Your college age children may continue to enjoy your discount until they are age 23, no longer full time students, or no longer able to be claimed on your tax return. Parents, grandparents, nieces, nephews, aunts, uncles and in-laws are **not** entitled to your discount privileges even if they reside with you.

It is your responsibility to keep your discount registration up-to-date. If you add or delete a dependent, you must change your registration with Human Resources. If there is any question about the eligibility of a dependent, you may be asked to provide documentation (e.g. a copy of your tax return) as proof. If you are unable to provide proof of the relationship, your discount privileges may be suspended or revoked, or your employment terminated.

**Vendors, freelancers, and independent contractors are not eligible for the discount unless Bloomingdale's is their regular place of work and receipt of the discount is specifically stated in Bloomingdale's agreement with their company.** To retain discount eligibility, an employee (or qualifying non-employee) must work at least an average of 20 hours in a 30-day period.

### ***The Policy***

The Bloomingdale's basic employee discount is 20% on items from the following merchandise categories:

- Ready-to-wear
- Fashion Accessories
- Cosmetics
- Intimate Apparel
- Men's
- Young World
- Home Furnishings (Bedding, Furniture, Rugs, Tabletop, Housewares, Textiles)

A lower discount percentage is offered in certain leased departments including but not limited to the following:

- Jewelry and Watch Repair = 15%
- Beauty Salons = 15%
- Small electrics and Palm products will be at a 10% discount

In addition to the standard discount, Bloomingdale's periodically offers Associate Appreciation Days where Bloomingdale's employees may receive an additional 10-20% in savings.

Employees and dependents must use an associate charge (or pre-pay) card to receive a discount. The discount will be taken "back office" from the charge account bill each month (in other words, the discount will not appear on the transaction receipt, but will be reflected as a credit on the bill).

## Your Bloomingdale's Benefits

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There is no discount allowed on:

- Cash purchases
- Gift Certificates
- Delivery Fees
- Alterations and Labor Charges
- Items purchased using a third party charge (American Express, VISA, Diner's Club, MasterCard, etc.)
- Items purchased with a regular Bloomingdale's charge (i.e. one that is not a "coworker" account)
- Services provided by American Express or other travel services

Employees may not use the "discount coupons" that are mailed to our charge customers (unless specifically allowed to do so for a particular event). It is your responsibility to use your discount according to policy. Employees must comply with the specific regulations regarding coworker package check for their locations. You are responsible for the contents of your package when you leave the building.

### ***How Does the Discount Work?***

You MUST complete a Coworker Discount Information and return it to the Human Resources office in your location. If you currently have a Bloomingdale's charge account, your account will be flagged for a discount once your form has been received. Even if you currently have authorized buyers on your Bloomingdale's account, you need to complete that portion of the form. Only those people whose names appear on the form (and who are legitimate dependents claimed on your income tax) will be allowed to shop at discount.

If you do not have a Bloomingdale's account, you will also need to complete a charge account application in addition to the Coworker Discount Information Form. Both forms should be turned in to the Human Resources office.

If you do not wish to open a traditional charge account (or if your credit history indicates you do not qualify for one), you may open a pre-pay account. As the name implies, a pre-pay account requires that you pay the net amount of your purchase (item price less discount, plus tax) before it can be rung on the register.

We accept account payments by check at the Counting Room. Pre-pay account cards will look just like any other charge card – there will be no way for anyone to tell whether you have a regular account or a pre-pay account. Check with your store for the locations for cash payments.

## Your Bloomingdale's Benefits

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Each month your bill will itemize your purchases and the discount taken. You should review your bill each month. NOTE: Items that you return (regardless of whether you purchased the item originally, or received it as a gift) **must** be returned to your coworker account and will be credited for the price less the discount.

### ***When do discount privileges end?***

The Bloomingdale's discount privilege ends on an employee's effective date of termination (i.e. the last day worked). When he or she gives notice, the coworker charge card should be turned in to Human Resources.

### **Federated Employee Discount Program**

As an important member of the Federated family, eligible employees will receive expanded shopping discount privileges at all divisions of Federated in addition to their current discount privilege at Bloomingdale's. All employees, except contingent and temporary employees, will be eligible for this benefit. Eligible employees will have the opportunity to shop and receive discounts at all Federated retail operations including:

- Bloomingdale's
- Bloomingdale's Direct
- Burdines
- Goldsmith's
- Lazarus
- Macy's East
- Macy's West
- macys.com
- Rich's
- The Bon Marché

### ***When you cross-shop at other Federated divisions, keep the following important points in mind:***

- The discount is 20% on most items and 10% for selected Home Departments.
- The discount is applied "back office".
- All purchases will be charged to the revolving/flex account type only.

## Your Bloomingdale's Benefits

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- Coupons, Associate Extra discount, and Friends & Family promotions cannot be used when cross-shopping.
- All returns must go back to the division from which the merchandise was purchased.

Associates and dependents must present a Federated/Bloomingdale's coworker charge (or pre-pay) or Premiere Visa card to receive a discount. The discount will be taken "back office" from the charge account bill each month.

For Bloomingdale's credit card holders, all the purchases and discounts, at any location, will appear on your Bloomingdale's bill. If you have one of our Premiere Visa cards, your Bloomingdale's bill will show your purchases and discounts at Bloomingdale's and the your Visa bill will show your purchases and discounts at the other Federated stores.

### ***When do discount privileges end?***

The Bloomingdale's discount privilege ends on an employee's effective date of termination. When he or she gives notice, the associate charge card should be turned in to Human Resources.



# Your Bloomingdale's Benefits

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## Holidays

Bloomingdale's observes the following as paid holidays for employees after 90 days of service:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving (store is closed)
- Christmas (store is closed)

In order to be eligible to receive holiday pay for a holiday for which you are scheduled off, you must work your scheduled day before and after the holiday.

**Support Associates:** If you work your scheduled hours on an open holiday, you will receive two compensatory days to be taken later. Compensatory days must be taken within certain time periods, and may not be carried over from one year to the next. You will receive more information about Compensatory Days when you are eligible for Holiday pay.

**Sales Associates:** If you are a salary plus commission associate and work on an open holiday, you will be paid your base hourly rate, plus time and a half vacation rate for all hours worked on the holiday. If a vacation rate has not been established, you will be paid time and a half base rate. If you are a draw versus commission associate and work an open holiday, you will be paid draw for all hours worked on the holiday, plus time and a half vacation rate. If a vacation rate has not been established, you will be paid time and a half base rate. The time and a half payment will not be charged against commissions or productive hours.

Although Bloomingdale's stores are closed on Easter, it is not a paid holiday.

## Religious Holidays

An employee who wishes to be absent from work to observe a religious holiday should inform his or her supervisor at least **three** weeks in advance. The requested day should, if at all possible, be scheduled as the employee's day off for the week. However, if the employee requests, and the department can accommodate the request, the employee may use a Personal Day or Compensatory Day, in place of a day off.

## Your Bloomingdale's Benefits

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### Personal Days

Full and part time employees are entitled to two Personal Days after six months of employment and every year thereafter. Evening/ Weekend employees are eligible for two Personal Days after one year, and every year thereafter.

Personal Days must be taken within the twelve-month period in which they are earned. Personal Days must be scheduled and approved by your manager or supervisor and Human Resources at the mutual convenience of Bloomingdale's and the employee.

### Leaves of Absence

Employees may be granted unpaid Leaves of Absence of up to four weeks per year for personal reasons if they have at least twelve months of continuous service and if they can be spared from their jobs. All Leaves of Absence must be approved in advance by the manager or supervisor and the Human Resources Department.

All vacation days, Personal Days and compensatory days must be used prior to the Leave of Absence (although occasionally a one-day leave can be granted, as necessary.)

All benefits to which the employee is entitled continue during the leave period, provided all premiums are kept current. NOTE: Employees on an approved FMLA may request to suspend medical coverage during the leave. See your Manager of Human Resources or Human Resources Administrator for more information.

### Special Leaves

**Death in Family** - If a death occurs in the immediate family (spouse, child, mother, father, brother, sister, grandparent), a full time or part time employee will be paid for up to three **working** days following the death. An evening/weekend employee will be entitled to be paid for the scheduled works hours in the three **calendar** days following the death. Eligibility begins after 30 days.

**Jury Duty** - All full time and regular day part time employees (scheduled to work 20 hours or more per week) will be granted paid leaves of absence to fulfill jury duty obligations. If an employee is called for jury duty, the Human Resources Office should be notified of the dates as soon as possible. The employee will receive his/her vacation rate of pay while serving on jury duty.

## Your Bloomingdale's Benefits

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**Family Care and Medical Leaves** - There are, on occasion, circumstances which will necessitate absences from work. Bloomingdale's will give a job-protected leave of absence for family or medical emergencies as required by the provisions of the Family and Medical Leave Act of 1993 (FMLA). An employee may be entitled to FMLA leave for any of the following reasons:

- for the birth, adoption or foster care placement of the employee's child, and in order to care for that child during the 12 month period after birth or placement;
- for the care of the employee's child, spouse or parent, if the child, spouse or parent has a serious health condition; or
- for a serious health condition that renders the employee unable to perform the essential functions of his/her job.

The definitions of what constitutes child, spouse and parent are as follows:

a) "child" - a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing "in loco parentis" who is under 18 or is incapable of self care because of a mental or physical disability. Persons who stand "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, even if there is no biological or legal relationship; b) "spouse" - as defined or recognized under state law for purposes of marriage; and c) "parent" - the biological parent or an individual who stood "in loco parentis" to the employee, but not including mother-in-law or father-in-law.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by a health care provider, or,
- chronic conditions that may cause episodic periods of incapacity of more than three calendar days, or absences for prenatal care are by definition serious health conditions.

Employees of Bloomingdale's who have a total of twelve months of service and who have worked at least 1,250 hours during the twelve months preceding the leave will be eligible for leaves of absence of up to 12 weeks under the Family and Medical Leave Act (FMLA). Spouses who are both employed by Bloomingdale's are eligible for an aggregate of 12 weeks, not 12 weeks per employee, when the reason for the leave is the birth, adoption or foster care placement of a child.

All FMLA leaves will be for up to 12 weeks time and must be taken within a 12-month period. The 12 month period will be measured backward from the date an employee uses a FMLA leave; and whether the time is used consecutively (for child birth, adoption or foster care placement of a child) or intermittently (if related to your own illness or the illness of a child, spouse or parent), it will count towards your leave time for this time period. Leaves for a serious health condition which need to be taken intermittently or on a reduced schedule, need to be coordinated with Human Resources.

## Your Bloomingdale's Benefits

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Leaves of absence which qualify under the FMLA will be unpaid, except that depending on the reason for the leave, any unused sick time benefits and/or vacation must be used during the 12 week period. You must give a 30-day advance notice before the leave begins, unless it is "unforeseeable". For medical leaves, Bloomingdale's will require medical certification for your own serious health condition or that of your spouse, child or parent. Where the requested leave is not foreseeable, such certification must be provided within 15 days of Bloomingdale's request or as soon as practicable. Where the requested leave is foreseeable, failure to provide certification within 15 days of Bloomingdale's request may result in denial of the leave until the certification is received.

During the leave period, you will be responsible for contributions to all benefit plans in the same amount as prior to leave. If you return to work from an FMLA leave for less than thirty calendar days, or fail to return to work at all for reasons other than for a substantiated continued health condition or circumstances beyond your control, you will be required to repay Bloomingdale's for all health premiums paid on your behalf during the leave.

You will be restored to the same or equivalent position after an FMLA leave, or where employment would not have continued had you not been on leave. When returning from FMLA leave for your own serious illness, which continues beyond three scheduled working days, Bloomingdale's may request that you provide a "fitness for duty" note from your physician before being restored to the same or equivalent position.

Other federal and state statutes may apply to certain leaves, in addition to FMLA. The Human Resources Department will inform you if your situation falls under these laws.

### Vacations

All employees are eligible for both summer and winter vacations, depending upon engagement date and scheduled hours. Paid vacations increase from  $\frac{3}{5}$  of a week to five weeks based on length of service.

Bloomingdale's negotiated vacation benefit provide time that is earned as you work through the year at the rate of one ninth of total eligible vacation per month (beginning in January and ending in September). You may take vacation that is not yet earned (provided it is within the correct vacation period), however employees who leave Bloomingdale's must repay any vacation taken but not earned. Additional information about the vacation benefit is available from the Human Resources Office.

## Your Bloomingdale's Benefits

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**The vacation periods are:**

Summer – First Monday in May through last Saturday in September

Winter - December 1 through third week of April

Your vacation will be scheduled at a time that is mutually convenient for you and your department. In the event of a conflict, vacation will be granted based on company seniority. Before the beginning of each vacation period, you will be notified how much vacation time you are due. Your Human Resources Office can provide you with a schedule of paid vacation time.

You must turn in your Vacation Notice to the Time Office at least three weeks prior to the start of your vacation. Your Manager will provide you with your Vacation Notice.

***Vacation Rate***

To replace your earnings during holidays or vacations, a vacation rate of pay is established each year. Your vacation rate is your total commission/incentive earnings (including base rate, as applicable) divided by your total productive hours.

# **Your Bloomingdale's Benefits**

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## **Planning for Retirement**

### ***Profit Sharing (401K) Investment Plan***

You are eligible for the plan if you are 21 years of age and have completed one year of service in which you worked at least 1000 hours. This plan helps you save for retirement, provides you with the opportunity for tax savings and the opportunity to share in the Company's profits. You may elect to save up to 15% of your salary on a pre-tax and/or after-tax basis, and invest those savings in one or a combination of six different funds. The first 1-5% (called Basic Savings) you save on a pre-tax basis will be eligible for a company contribution.

You may change your percent of savings, switch your savings to different funds, and obtain any and all information regarding your balances at any time by calling 1-800-FDS - BENE.

### ***Cash Account Pension Plan***

In addition to the 401K Plan, the company offers a pension plan designed to assist in providing you long-term financial security. You are eligible to participate in the plan if you are 21 years of age and have completed one year of eligibility service (worked at least 1000 hours at the end of the 12-month period beginning on original date of hire). Enrollment is automatic. No associate contribution is required; the company pays the entire contribution on your behalf. Prior service at Bloomingdale's or another Federated division may entitle you to enter earlier into these plans.

**The following benefits are administered directly through Bloomingdale's and all inquiries should be directed to your Human Resource office.**

## **Financial Federal Credit Union**

Bloomingdale's offers all associates the opportunity of joining our Credit Union immediately upon hire. The Credit Union offers great value on everything from savings to checking accounts... credit cards to auto loans and much more. Brochures are available in your Human Resource Office. For further information regarding the Credit Union, call 1-800-727-5626.

# Your Bloomingdale's Benefits

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## Workers' Compensation

Should you suffer a work-related injury, disease or illness, you may receive benefits from our Workers' Compensation Benefit Program. This program provides for coverage of medical expenses and weekly compensation payments. To ensure your physical well being and the correct processing of these claims, you must notify your supervisor and Human Resources immediately about any injury occurring during and as a result of employment.

# **Your Bloomingdale's Benefits**

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## **Solutions InSTORE**

Bloomingdale's is pleased to provide a program that will help build strong working relationships. Solutions InSTORE is a four-step process that improves the way we now solve workplace disputes. It also provides additional steps, as needed, to encourage problem solving at the earliest possible level. Only Non Union Members are eligible to participate in this program.

The steps are as follows:

1. Open Door  
An informal way to discuss your problem with your supervisor or any other member of your local management team)
2. Office of Senior Vice President, Human Resources  
A written complaint sent to the Senior Vice President, Human Resources for review.
3. Request For Reconsideration  
A formal review of eligible claims using either the Peer Panel option or the Office of Solutions InSTORE option.
4. Arbitration  
A formal review of your complaint, similar to a court proceeding, but decided by an independent arbitrator approved by the American Arbitration Association.

A fair, quick and confidential way of resolving any potential workplace disputes. For further details on the program, please refer to your Solutions InSTORE booklet provided for you during orientation. (Associates covered under a collective bargaining agreement are not automatically eligible to participate in the Solutions InSTORE program)



# Compensation Plans

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## Compensation Programs

Bloomingdale's is pleased to be able to offer several compensation programs designed to provide a stable income combined with performance incentives. Although our plans vary by area, some rules are common to most of Bloomingdale's compensation programs:

### *Returns and Compensation*

Returns of merchandise identifiable as having been sold by a specific commission salesperson will be charged to that salesperson, within 180 days of the purchase date (separate rules apply to Furniture and Rug purchases). Eighty percent of the department's unidentified returns chargeable to a department will be allocated among the commission salespeople based on the percentage of net sales each contributed to the department during the prior four weeks. The remaining 20 percent will be absorbed by Bloomingdale's.

"Unidentified returns" are items returned without a sales check that cannot be identified through account look up, shanking, or CRL Labels.

Returns with receipts, shanked merchandise or CRL labeled tickets must be franked under the employee number on the receipt or ticket to ensure that the return will be charged correctly. When handling returns, the 6-digit number of the original selling person must be keyed in accurately. Improper use, or franking on another employee number when handling returns, is a violation of store policy and is subject to disciplinary action, including termination.

### *Non-selling Time*

"Non-selling" time is a full (consecutive) hour or more spent off the floor performing non-sales-related activities during the workday while the store is open. Non-selling time is paid at your vacation rate and the time is deducted from your productive hours for the computation of your net sales per hour. Examples of reasons for non-selling time would be: training classes, inventory preparation, or vendor fairs. Non-selling time must be approved in advance by your manager.

**Non-selling time does not include the sales enhancement activities that are part of every associate's job, and are described on page 22.** NOTE: Occasionally specific project related to stockroom maintenance or sale preparation may also be considered non-selling time if the assignment requires you to **be off the floor**. Approved non-selling time will be deducted from your productive hours when computing your productivity, your incentive and your vacation rate.

# Compensation Plans

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## ***Overtime***

Overtime will be paid on all hours **worked** in excess of 40 hours in one week. For associates on Salary Plus and hourly rate pay plans, overtime will be paid at the rate of time and one half your hourly rate. (NOTE: Any applicable incentives will also be paid at time and one half for the overtime hours. This payment will be made at the time you receive your incentive for that month.) Overtime **must** be approved in advance by the General Manager, Assistant Store Manager/Operation, or Director of Administration.

## **Draw Versus Commission Pay Policies**

Bloomingdale's Draw Versus Commission Compensation program is designed to offer opportunities for you to build your earnings as you establish a personal client base. It is up to you to learn the merchandise and to provide outstanding customer service to achieve the greatest possible earnings.

The point of sale register system records all sales and returns as the transactions are franked. Commissions are paid only on the price charged for the merchandise, not on handling charges, gifts with purchase, delivery fees, monogramming, installation, employee discount, etc.. The percent of commission is tied to the merchandise sold.

The commission calculation period runs from Sunday through Saturday. Commissions payable will be paid on a one-week lag.

The commissions payable are computed as follows:

- **First**, net commission sales are calculated. Net commission sales equal your individual sales during the commission period, minus your individual returns and your portion of the unidentified returns (see page 55). Individual returns are returns of merchandise sold by you within the prior 180 days.
- **Next**, your net commission sales are multiplied by the commission rate associated with that merchandise. The result is your computed commissions for the week.

Draw is paid as an advance against future commissions. For any week in which your computed commissions are less than that week's draw, you will be paid draw, and will be in a deficit situation. Thereafter, the amount by which your computed commission exceeds draw will be applied to reduce deficit, and commissions payable will be the amount over the cumulative deficit.

## Compensation Plans

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### ***Deficit***

For any commission period, when your computed commissions, less draw and prior week's deficit, are less than your draw, you will be in a deficit situation (see Commission Sales/Earnings).

### **Salary Plus Commission Pay Policies**

Bloomington's Salary Plus Commission program is designed to offer opportunities for you to build your earnings as you establish a personal client base. It is up to you to learn the merchandise and to provide outstanding customer service to achieve the greatest possible earnings. Although we have tried to answer most of the questions you may have about the program, there may be topics we have overlooked. Please feel free to consult your manager or Manager of Human Resources if you have questions.

### ***Commission Sales/Earnings***

The point of sale register system records all sales and returns as the transactions are franked. Commissions are paid only on the price charged for the **merchandise**, not on handling charges, gifts with purchase, delivery fees, monogramming, installation, employee discount, etc..

The commission calculation period runs from Sunday through Saturday. Commissions payable will be paid on a one-week lag.

The commissions payable are computed as follows:

- **First**, net commission sales are calculated. Net commission sales equal your individual sales during the commission period, minus your individual returns. Individual returns are returns of merchandise sold by you within the prior 180 days.
- **Next**, your net commission sales are multiplied by your commission rate. The result is your computed commissions for the week.

Sales must be rung using only your own employee number. Use of another's employee number to frank a sale is a violation of store policy and will be subject to disciplinary action. If you need to ring a sale of merchandise that was sold by another associate, you must use cashier mode on the register. "Flyers", freelancers, or seasonal employees assigned to your department will frank sales under their own numbers and there will be no "pooling" of sales.

# Compensation Plans

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## Sales Support Pay Plan

### *Hourly Rate*

Sales Support associates are paid an hourly rate. The hourly rate is also the vacation rate for vacation, holidays, etc. Overtime is paid for all hours worked over 40 in one week. Overtime must be approved in advance by the Director of Administration and Selling Services or Assistant Store Manager/Operations.

## Community Involvement

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### Partners In Time

Bloomington's participates in many community activities and periodically asks for the involvement of our employees. Through the Partners In Time program, Bloomington's employees may donate their time towards a variety of projects from rebuilding homes destroyed by hurricanes, to marching to raise money for the fight against AIDS. Watch the bulletin boards for notices related to this program.

### United Way

Annually, our stores support the fund-raising efforts of the United Way. The United Way collects money to support many community agencies including hospitals, day care centers, drug rehabilitation facilities and senior citizens' centers. Bloomington's makes a substantial corporate contribution to the United Way and asks for your individual support as well.

### Matching Aid Program

When our associates contribute financially to a wide range of colleges, universities, art/cultural institutions and other eligible organizations, Federated will match your eligible gift dollar-for-dollar. The minimum contribution to an individual organization that the program will match is \$50. The maximum amount of contribution that will be matched for all of your charitable contributions is \$20,000 --- \$10,000 maximum in each category of education and arts cultural. You are eligible to participate immediately upon hire. Brochures and Matching Aid forms are available in the Human Resources office.

# Recognition Programs

---

## Recognition Programs

At Bloomingdale's, we believe in publicly recognizing a job well done. Our stores have quarterly rallies to recognize the achievements of our associates. Clienteling, Credit Solicitation, and Shortage Awareness are among the criteria. In addition, Bloomingdale's has semi-annual and annual recognition programs:

### ***Golden B***

Seasonal: Awarded to the ten top associates in the store. The awards are presented at the seasonal Shortage and Service Meetings by a senior member of management. The winner receives a gold b-pin, and an additional 10% discount for the year.

### ***Best of the Best***

Annual: Company-wide event recognizes one Manager and one staff associate from each store. The two-day event is held in New York City and features a banquet, an awards presentation at a local theater and a luncheon with the Chairman. Winners receive a crystal obelisk, a pavé diamond b-pin, and an extra 10% discount for the year, in addition to the all-expense paid trip to New York.

### ***Federated Star Academy***

Annual: One manager and one sales professional are chosen to represent all of Bloomingdale's at the Federated Star Academy. Winners meet their counterparts from the other Federated divisions to attend a Broadway play, and enjoy a shopping spree before being recognized by the Federated Chairman and President at a luncheon. Star Academy winners are also invited to participate in the **Best of the Best**.

## Statement of Awareness

---

### Statement of Awareness

(Your copy)

I have received a copy of Bloomingdale's Employee Handbook entitled *Welcome To Bloomingdale's*. I understand that it is my responsibility to read this information and discuss any questions I have with my manager or Human Resources Executive.

I understand that the handbook does not contain statements of Bloomingdale's policy and is only intended to provide a general understanding and guidelines of the subjects covered. However, I understand that my continued employment depends upon my everyday fulfillment of the guidelines.

I recognize that this handbook does not create any employment contract of any duration. I also recognize that it is not a promise or guarantee of the conditions and benefits described herein.

I further understand that Bloomingdale's reserves the right to change and modify policies and procedures at any time without prior notice to me. I further understand that my employment and compensation with Bloomingdale's can be terminated at my option or the option of Bloomingdale's.

---

## Statement of Awareness

---

### **Statement of Awareness:**

*(Sign and turn in to Human Resources.)*

I have received a copy of Bloomingdale's Employee Handbook entitled *Welcome To Bloomingdale's*. I understand that it is my responsibility to read this information and discuss any questions I have with my manager or the Human Resources Executive.

I understand that the handbook does not contain statements of Bloomingdale's policy and is only intended to provide a general understanding and guidelines of the subjects covered. However, I understand that my continued employment depends upon my everyday fulfillment of the guidelines.

I recognize that this handbook does not create any employment contract of any duration. I also recognize that it is not a promise or guarantee of the conditions and benefits described herein.

I further understand that Bloomingdale's reserves the right to change and modify policies and procedures at any time without prior notice to me. I further understand that my employment and compensation with Bloomingdale's can be terminated at my option or the option of Bloomingdale's.

Your name: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

Department: \_\_\_\_\_ Date: \_\_\_\_\_

2004 Printing



## Electronic Signature

**SSN:** J00-69-2497  
**Name:** Kristina Mikhaylova  
**Division:** 72  
**Location:** 72001  
**Form Name:** Associate HandBook  
**Date Completed:** 04/19/2016 11:32:26 AM

### eSignature Element String

---

**J00692497051611366**

**2. No Expectation of Privacy When Using the Systems**

You have no expectation of privacy when using the Systems, including voicemail, email, Internet, Intranet, and word processing. Subject to applicable laws, your use of the Systems may be monitored, and all information on the Systems may be monitored, accessed, duplicated, deleted or disclosed at any time without notice to you and without your permission. The Company further has the right to limit, block, monitor, remove, and/or record access by any employee, contractor, or licensee when using the Systems and when accessing any information on the Internet or Intranet.

**3. Corporate Email Retention Policy, Automatic Deletion of E mail, and Your Obligations During Lawsuits**

You must comply with the Corporate Email Retention Policy. Under that policy, emails are automatically deleted from the Systems after 60 days. If you have a critical business need to keep email for more than 60 days, you must move it to your Business Critical folder or print a copy. Items will be retained in the Business Critical Folder for 1 year from the date they are moved there. Use the Business Critical folder only for emails that are needed for critical business reasons (e.g., meeting notes for ongoing projects, budgets, etc.); do not use it as a storage device for non-critical emails. In the event that you are identified as someone who has information related to ongoing litigation, you will be instructed not to delete any emails related to that case, and the law department will place your email account on a separate litigation server to ensure that your emails are backed up and saved until they are no longer needed for that case. Following all instructions provided in such cases and preserving all records, including emails, is critical.

**4. Systems Access Restrictions**

- a. Non-employee access to the Systems is restricted and may be given only for Company business purposes (e.g., for the development of software or an Intranet page) and only with appropriate approvals and the issuance of a separate user identification and password in compliance with the Macy's Information Security Policy.

Any non-employee who is permitted access to the Systems must agree to abide by this policy and the Macy's Information Security Policy through signature or Company contract.

- b. Except for authorized Company representatives, no person may access any other person's voice mail, email, files, or other Systems, and no person may use or access any Systems using another person's user id and/or password. However, in appropriate circumstances where there is a sound business need (for example, to access information needed for an internal investigation or to copy files after an employee is terminated), an Organizational Security Administrator may grant authorization to an appropriate executive to access another employee's voice mail, email, files, or other Systems. NOTHING IN THIS SECTION CREATES ANY EXPECTATION OF PRIVACY OR RESTRICTS COMPANY'S RIGHT TO MONITOR ANY USE OF COMPANY'S SYSTEMS AS DESCRIBED ELSEWHERE IN THIS POLICY.
- c. When you are away from your computer, you must either log off or use the Control-Alt-Delete function to lock your computer and prevent any other person from accessing the Systems using your log on.
- d. Accessing information, data, and/or files without a legitimate business reason and proper authorization is prohibited. You must not attempt to obtain unauthorized access to any Company System or any protected or restricted file or area on any Company System without approval from the Chairman, President, or CFO of Macy's Systems and Technology, or the General Counsel of the Company. Furthermore, the Systems may not be used to gain unauthorized, illegal, or improper access to any other computer, system, or Web site outside the Company. All access to Company information must comply with the Macy's Information Security Policy.
- e. Vendors and independent contractors authorized to access the Systems may only access information on such Systems that has been specifically approved by Company management.



**Investigative Detail**  
**Kristina Mikhaylova - #72061886**  
*Sensitive and Confidential*

---

On 5/4/2017 Central Investigations forwarded an issue with Kristina Mikhaylova's employee account which had been blocked for potential reselling activity. Based on the information provided an investigation was initiated.

During review of Mikhaylova's purchase history (Bloomingdale's account review, Loyalist account review and personal credit card review) it was determined that Mikhaylova had made 26 employee purchases from 10/2016 to 4/21/2017 totaling \$65,988. This level of purchasing over that time period would indicate possible discount abuse and/or employee purchasing to resell. Further investigation uncovered that the associate purchases had been sent out of state to 6 different addresses. 5 in New Hampshire and 1 in Mississippi. This further supported the potential discount abuse and reselling issues. The total tax implication was \$5856.00.

On 6/6/2017 I, Chris Castellani, had a specific loss conversation with Ms. Mikhaylova in the AP offices from 1:24pm to 2:15pm. The conversation was based on the above investigative findings and was witnessed in its entirety by API Shanine Gray.

During the conversation Ms. Mikhaylova denied abusing her discount stating that she paid for all of the merchandise and never received any reimbursement of any kind. She also stated that she bought most of the merchandise for herself as the Chanel shop was going leased and she would not have as good a discount. She did admit that she was shipping the merchandise to 'friends' out of state to avoid the NYS Sales Tax which employees "always do for customers". Ms. Mikhaylova admitted this verbally and in a signed statement.

After partnering with HRD Richard Law I suspended the associate while HR reviewed the case.

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"WORKING TOGETHER TO MAKE BLOOMINGDALE'S LIKE NO OTHER STORE IN THE WORLD"

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BLM000442

[Request](#) [Eligibility](#) [History](#) [Activity](#) [Follow-up Letters](#) [Attachments](#)

EmplID: 72061886 Kristina Mikhaylova

Payroll Status: Terminated



## Request

2 of 2

Location: 72001 Bloomingdale's - NY 59th St Work State: New York Region:

Service Date: 05/03/2016 Last Hire Dt: 05/03/2016 Org Hire: 05/03/2016 Officer Cd: None

Reg/Temp: Regular Full/Part Time: FT Empl Class: Hourly Empl Type: Hourly

Avg Hrs: Std Hours: 37.50 Frequency: Weekly Union: RWDSU-Loc3

Reason: A serious health condition that prevents me from performing the essential functions of my job

Work-Related

## Eligible Plans

Type	Leave Code	Leave Plan	Status
Federal:	Federal FMLA Disability	Federal FMLA	
State:			
Company:	Six Months or Greater - Med	Company Medical	
Same Leave Reason Within The Last 12 Months:			
Max Company Leave / Balance:			26.0 / 26.0

FMLA Request ID: 001

## Request

Emp Request Dt: 05/15/17 3:26:32.000000PM

Track Begin Date: 05/15/2017

Process Date: 05/15/2017

Leave Begin Date: 05/15/2017

Estimated Return Date: 05/16/2017

Actual Return/Term Date:

Expected/Open ☐ Actual/Completed ☒

Leave Type: Intermittent

Planned Intermittent Leave

Yes ☒ No ☐

## Approval

Approval Status: CAN Cancelled

FMLA Job Action:

Action Reason:

Approver:

Apprvl Dt:

Cancelled On: 06/08/2017

Case Manager L027245

Override

Create OnDemand WorkList

[Save](#) [Return to Search](#) [Previous in List](#) [Next in List](#)
[Request](#) | [Eligibility](#) | [History](#) | [Activity](#) | [Follow-up Letters](#) | [Attachments](#)

BLM000754

Request Eligibility History **Activity** Follow-up Letters Attachments

EmplID: 72061886

Kristina Mikhaylova

Payroll Status: Terminated



## Request

2 of 2

Location: 72001 Bloomingdale's - NY 59th St Work State: New York Region:

Service Date: 05/03/2016 Last Hire Dt: 05/03/2016 Org Hire: 05/03/2016 Officer Cd: None

Reg/Temp: Regular Full/Part Time: FT Empl Class: Hourly Empl Type: Hourly

Avg Hrs: Std Hours: 37.50 Frequency: Weekly Union: RWDSU-Loc3

Reason: A serious health condition that prevents me from performing the essential functions of my job

Work-Related

## Eligible Plans

Type	Leave Code	Leave Plan	Status
Federal:	Federal FMLA Disability	Federal FMLA	
State:			
Company:	Six Months or Greater - Med	Company Medical	
Same Leave Reason Within The Last 12 Months:			
Max Company Leave / Balance:			26.0 / 26.0

Request ID: 001 Begin Date: 05/15/2017 Estimated Return Date: 05/16/2017 Approval Status: Cancelled

Leave Type: Intermittent Date of Determination: 05/15/2017

[Insert New Activity](#)

## Activity

[Personalize](#) | [Find](#) | [View All](#) | | First 1-6 of 10 Last

Activity Data Audit Data

	Follow Up	Activity Date	Activity Type	Priority	Comments
1	<input type="checkbox"/>	06/08/2017	Call Inbound - Insite Self Srv	Low	Help how to enter missing time in Insite//
2	<input type="checkbox"/>	06/08/2017	Leave Status Update	Low	Status Changed from PND to CAN
3	<input type="checkbox"/>	05/31/2017	Letter Generated	Low	
4	<input type="checkbox"/>	05/31/2017	Documentation Received	Low	Attachment type 4601-Fax-LOA request has been inserted.
5	<input type="checkbox"/>	05/31/2017	Documentation Received	Low	Attachment type 4609-Fax-LOA Final Missing Letter has been inserted.
6	<input type="checkbox"/>	05/31/2017	Mail Information Sent	Low	Letter Sent: Final Notice for Missing Doc

[Create OnDemand WorkList](#)[Return to Audit Work List](#)
[Save](#) | [Return to Search](#) | [Previous in List](#) | [Next in List](#)
[Request](#) | [Eligibility](#) | [History](#) | [Activity](#) | [Follow-up Letters](#) | [Attachments](#)

BLM000757

2017-06-02 16:34

exec fax

12127052399 &gt;&gt;

Fax Server P 8/10

Kristina MikhaylovaPayroll # 72061886Store #72001**PART B - AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☒ No ☐ Yes

If so, estimate the beginning and ending dates for the period of incapacity:

\_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☒ No ☐ Yes

If so, are the treatments or the reduced number of hours of work medically necessary? ☒ No ☐ Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Free to be seen every 4 weeks until  
28 weeks and every 2 weeks until 36 weeks  
every week until delivery

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hours per day \_\_\_\_\_ days per week from \_\_\_\_\_ to \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☐ No ☒ Yes

Is it medically necessary for the employee to be absent from work during the flare-ups? ☐ No ☒ Yes

If so, explain:

patient has vomiting and  
nausea because of pregnancy

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: 1 times per 1 week(s) 6 month(s)

Duration: 9 hours or \_\_\_\_\_ days per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER**

Page 3

CONTINUED ON NEXT PAGE

Request Eligibility **History** Activity Follow-up Letters Attachments

EmplID: 72061886

Kristina Mikhaylova

Payroll Status: Terminated



## Request

1 of 2

Location: 72001 Bloomingdale's - NY 59th St Work State: New York Region:

Service Date: 05/03/2016 Last Hire Dt: 05/03/2016 Org Hire: 05/03/2016 Officer Cd: None

Reg/Temp: Regular Full/Part Time: FT Empl Class: Hourly Empl Type: Hourly

Avg Hrs: Std Hours: 37.50 Frequency: Weekly Union: RWDSU-Loc3

Reason: A serious health condition that prevents me from performing the essential functions of my job

Work-Related

## Eligible Plans

Type	Leave Code	Leave Plan	Status
Federal:	Federal FMLA Disability	Federal FMLA	
State:			
Company:	Six Months or Greater - Med	Company Medical	
Same Leave Reason Within The Last 12 Months:			
Max Company Leave / Balance:			26.0 / 26.0

Request ID: 002 Begin Date: 04/23/2017 Estimated Return Date: 11/22/2017 Approval Status: Complete

Leave Type: Intermittent Date of Determination: 06/08/2017

## Leave Summaries

[Expand All](#)[Minutes Conversion Help](#)

## Federal Leave Summary

## Entitlement Summary

As of Leave Begin: Weeks: 12.0 Hours: 450.00

Remaining Today: Weeks: 12.0 Hours: 450.00

## Leave Summary

Scheduled: Weeks: Hours:

Taken Today: Weeks: Hours:

## History

View All | First 1 of 1 Last

Week Begin Dt	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Adjusted Hours	Total Hours for Week
1									

## Company Medical Leave Summary

## Entitlement Summary

As of Leave Begin: Weeks: 26.0 Hours: 975.00

Remaining Today: Weeks: 26.0 Hours: 975.00

## Leave Summary

Scheduled: Weeks: Hours:

Taken Today: Weeks: Hours:

## History

View All | First 1 of 1 Last

Week Begin Dt	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Adjusted Hours	Total Hours for Week
1									

Create OnDemand WorkList

[Save](#) [Return to Search](#) [Previous in List](#) [Next in List](#)
[Request](#) | [Eligibility](#) | [History](#) | [Activity](#) | [Follow-up Letters](#) | [Attachments](#)

BLM000787



Request Eligibility History **Activity** Follow-up Letters Attachments

EmplID: 72061886 Kristina Mikhaylova

Payroll Status: Terminated



## Request

1 of 2

Location: 72001 Bloomingdale's - NY 59th St Work State: New York Region:

Service Date: 05/03/2016 Last Hire Dt: 05/03/2016 Org Hire: 05/03/2016 Officer Cd: None

Reg/Temp: Regular Full/Part Time: FT Empl Class: Hourly Empl Type: Hourly

Avg Hrs: Std Hours: 37.50 Frequency: Weekly Union: RWDSU-Loc3

Reason: A serious health condition that prevents me from performing the essential functions of my job

Work-Related

## Eligible Plans

Type	Leave Code	Leave Plan	Status
Federal:	Federal FMLA Disability	Federal FMLA	
State:			
Company:	Six Months or Greater - Med	Company Medical	
Same Leave Reason Within The Last 12 Months:			
Max Company Leave / Balance:			26.0 / 26.0

Request ID: 002 Begin Date: 04/23/2017 Estimated Return Date: 11/22/2017 Approval Status: Complete

Leave Type: Intermittent Date of Determination: 06/08/2017

Insert New Activity

## Activity

[Personalize](#) | [Find](#) | [View All](#) |

First

1-6 of 12

[Last](#)

Activity Data Audit Data



Follow Up	Activity Date	Activity Type	Priority	Start Date	End Date	Comments
1	07/21/2017	Returned Mail	Low			Rec'd returned Cert mail (Final Missing tr dtd 6/01/17). Unclaimed.
2	06/20/2017	Follow up Completed	Low			completed per term report
3	06/20/2017	Leave Status Update	Low			Status Changed from APP to COM
4	06/20/2017	Int. FMLA frequency	Low			5 time per 1 week 6 months 2 hours per episode
5	06/08/2017	Follow Up Needed	Low	11/23/2017	11/23/2017	COM leave
6	06/08/2017	Follow Up Needed	Low	11/01/2017	11/01/2017	send Fut Exp Letter

Create OnDemand WorkList

Return to Audit Work List

[Save](#) [Return to Search](#) [Previous in List](#) [Next in List](#)
[Request](#) | [Eligibility](#) | [History](#) | [Activity](#) | [Follow-up Letters](#) | [Attachments](#)

BLM000788



06/14/2017 19:34 7182867758

FEDEX OFFICE 2444

PAGE 01

## ★ b | Benefits

Leave of Absence  
P.O. Box 17427  
Clearwater, FL 33762  
Fax: 1-800-310-7740  
Ph: 1-800-234-MACY (6229)  
Email: [bloomingtondales.los@bloomingtondales.com](mailto:bloomingtondales.los@bloomingtondales.com)

From: Kristina Mikhaylov

Payroll #: 72061886

Date:

Number of Pages Including Cover:

## Comments:

Leave of absence ~~was~~ due to pregnancy  
difficulties

HR Services Leave of Absence

Fax #: 1-800-310-7740

Please include this cover sheet with any  
information related to your leave of absence.

PAGE 02

Store #72001

BLM000793

06/14/2017 5:24 PM FAX 7182752673

QUEENS SURGICAL OBGYN

0001/0001

Kristina Mikhaylova

Payroll # 72061886

Store #72001

~~DEFERRED MEDICAL INFORMATION~~

5. Will the employee be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☒ No ☐ Yes

If so, estimate the beginning and ending dates for the period of incapacity:

\_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☒ No ☐ Yes

If so, are the treatments or the reduced number of hours of work medically necessary? ☒ No ☐ Yes

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

*Need to be seen every 1 week until 28 weeks and every 2 weeks until 36 weeks every week until delivery*

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hours per day \_\_\_\_\_ days per week from \_\_\_\_\_ to \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☐ No ☒ Yes

Is it medically necessary for the employee to be absent from work during the flare-ups? ☐ No ☒ Yes

If so, explain:

*patient has vomiting and nausea because of pregnancy*

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: *5* times per *1* week(s) *6* month(s)

Duration: *2* hours or \_\_\_\_\_ days per episode

~~ADDITIONAL INFORMATION TO EMPLOYEE QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER~~

Page 3

CONTINUED ON NEXT PAGE



Leave of Absence  
P.O. Box 17427  
Clearwater, FL 33762  
Fax: 1-800-310-7740  
Ph: 1-800-234-MACY (6229)  
Email: bloomingdales.loan@bloomingdales.com

6/9/2017

Kristina Mikhaylova

**REDACTED**

Payroll # 72061886

Dear Kristina:

We have been notified that you are requesting a Leave of Absence for 04/23/2017 to (approximately) 11/21/2017. Enclosed you will find important information about your Leave of Absence and the documentation required in order for the Company to approve and/or continue your leave. It is important that you understand your responsibilities during your leave so please review this information carefully. If you have any questions regarding this information or what is requested, please contact us.

Important – If you have not provided a health care certification your leave will be pending and not approved. All information requested must be mailed or faxed to the HR Services Leave of Absence team to the address above. HR Services will administer your leave request. If you need assistance in completing the forms, or if there are circumstances that prevent you from meeting the deadlines, please call the HR Services Leave of Absence team at 1-800-234-MACY (6229) or your HR Manager as soon as possible. Remember to stay in contact with your HR Manager regarding the status of your leave.

Please complete the following forms, sign and return to HR SERVICES within 15 days.  
If we do not receive this information from you within 15 days, your leave may be delayed or denied.

- Certification of Health Care Provider Needed
- Request for Leave of Absence Form Needed
- Notice of Eligibility and Rights & Responsibilities to Employee Request for Family Medical Leave (FMLA) Needed

**Short Term Disability Benefit Information**

[X] If you are enrolled in a Short Term Disability plan at Macy's and if your leave is approved, you may be eligible to file a claim for Bloomingdale's Short Term Disability Benefit. Please see "Your Benefits While on Leave", Short Term Disability Pay section. If you have any questions about your eligibility please call 1-800-234-MACY (6229).

Sincerely,

Demario J Rodriguez  
HR Services Leave of Absence Team

Kristina Mikhaylova

Payroll # 72061886

Store #72001

**Notice of Eligibility and  
Rights & Responsibilities  
(Family and Medical Leave  
Act)**

**U.S. Department  
of Labor  
Employment  
Standards  
Administration Wage  
and Hour Division**



In general, to be eligible an employee must have worked for an employer for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

**[PART A – NOTICE OF ELIGIBILITY]**

To: Kristina Mikhaylova

From: HR Services – Leave of Absence

Date: 6/9/2017

On 06/08/2017 you informed us that you needed leave beginning on 04/23/2017 for:

- ☐ The birth of a child, or placement of a child with you for adoption or foster care;
- ☒ Your own serious health condition;
- ☐ Because you are needed to care for your ☐ spouse; ☐ child; ☐ parent due to his/her serious health condition.
- ☐ Because of a qualifying exigency arising out of the fact that your ☐ spouse; ☐ son or daughter; ☐ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- ☐ Because you are the ☐ spouse; ☐ son or daughter; ☐ parent; ☐ next of kin of a covered service member with a serious injury or illness.

This notice is to inform you that you:

- ☒ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- ☐ Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
- ☐ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately months towards this requirement.
- ☐ You have not met the FMLA's 1,250-hours-worked requirement.
- ☐ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact HR Services at 1-800-234-MACY or view the FMLA poster located in your store HR location.

Kristina Mikhaylova Payroll # 72061886 Store #72001

[PART B – RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by 6/24/2017. (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

☒ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request ☒ is/ ☐ is not enclosed.

☐ Sufficient documentation to establish the required relationship between you and your family member.

☐ Other information needed: \_\_\_\_\_

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

☒ If you are enrolled in benefits contact HR Services/Benefits at 1-800-234-6229(MACY) to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

☐ You will be required to use your available paid ☐ accrued PTO, and/or ☐ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

☐ Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We ☐ have/ ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

☒ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every 30 days. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave changes and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:  
You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:

☐ the calendar year (January – December).

☐ a fixed leave year based on \_\_\_\_\_.

☐ the 12-month period measured forward from the date of your first FMLA leave usage.

☒ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.

Kristina Mikhaylova Payroll # 72061886 Store #72001

- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness. This single 12-month period commenced on
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- if we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have [ ] accrued sick days, [x] accrued PTO (as applicable) and/or [x] other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

[x] For a copy of conditions applicable to sick days/PTO/other leave usage please refer to the information under your benefits while on leave and/or the company PTO policy.

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

1-800-234-MACY (6229)

I acknowledge that when I notified the Company of my need for Family Medical Leave Act, the Company provided me with notice of my rights and obligations and answered any questions I had presented.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

This form will need to be mailed to:

Leave of Absence  
P.O. Box 17427  
Clearwater, FL 33762-0427



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X Case No.  
HEIDI DAKTER,

Plaintiff,

- against -

BLOOMINGDALE’S, INC.

Defendant.

**COMPLAINT**

PLAINTIFF DEMANDS  
A TRIAL BY JURY

-----X

Plaintiff Heidi Dakter, by and through her attorneys, Nisar Law Group, P.C., hereby complains of Defendant, upon information and belief, as follows:

**NATURE OF THE CASE**

1. Plaintiff complains pursuant to Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166) (“Title VII”), and the New York City Human Rights Law, New York City Administrative Code § 8-107(a), *et seq.*, and seeks damages to redress the injuries Plaintiff has suffered as a result of being **Discriminated against on the basis of her Sex (Female), and Pregnancy, as well as being Unlawfully Retaliated Against.**
2. Plaintiff also complains pursuant to the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.* (“FMLA”), and seeks damages to redress the injuries Plaintiff has suffered as a result of Defendant unlawfully interfering with and/or retaliating against her because she **exercised and/or attempted to exercise her rights under the FMLA.**

**JURISDICTION AND VENUE**

3. Jurisdiction of this Court is proper under 42 U.S.C. § 2000e-5(f)(3), 29 U.S.C. § 2617, 28 U.S.C. §§ 1331 and 1343.
4. The Court has supplemental jurisdiction over Plaintiff’s claims brought under city law

BLM001202



pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) as it is a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred.

#### **PROCEDURAL PREREQUISITES**

6. Plaintiff filed charges of discrimination upon which this Complaint is based with the Equal Employment Opportunities Commission (“EEOC”).
7. Plaintiff received a Notice of Right to Sue from the EEOC dated July 6, 2020, with respect to the herein charges of discrimination.
8. This Action is being commenced within 90 days of receipt of said Notice.

#### **PARTIES**

9. At all times relevant, Plaintiff Heidi Dakter (“Plaintiff”) was a resident of the State of New York and Queens County.
10. At all times relevant, Defendant BLOOMINGDALE’S, INC. (“Defendant” or “Bloomingdale’s”) was and is a foreign business corporation duly existing pursuant to, and by virtue of, the laws of the State of Ohio, and owns, operates, and/or maintains numerous retail locations in New York City.
11. At all times relevant, Defendant lawfully conducts business in the State of New York and owns, operates, and/or maintains a retail location located at 1000 Third Avenue, New York, NY 10022, which upon information and belief, is its flagship store (“the store”).
12. Upon information and belief, at all times relevant, Defendant employed fifty (50) or more employees within a seventy-five (75) mile-radius of the primary location where Plaintiff worked.
13. The FMLA defines an “employer” to include “any person who acts, directly or indirectly, in the interest of an employer to any employees of such employer.” 29 U.S.C.

26114(A)(ii)(i).

**MATERIAL FACTS**

14. In or around December 2017, Plaintiff began working for Defendant as a salesperson at the store; at that time, her compensation was based on commissions and she earned approximately \$168,000.00 in total pay for calendar year 2018. Plaintiff was stationed in the Chanel boutique area; she was also one of Bloomingdale's top salespeople that year.
15. In or around the end of March 2019, Plaintiff learned that she was pregnant. Around mid-June 2019, Plaintiff received an award from Bloomingdale's called the "B the Best" award for exceptional customer service and performance.
16. Later that month (on or about June 26, 2019), Plaintiff informed her supervisor—to wit, a person named Denis Diaz, who was the Chanel boutique manager—of her pregnancy. Shortly thereafter (on or about June 30, 2019), Plaintiff told the Chanel brand director (i.e., a woman named Cathy Younis) about her pregnancy. Plaintiff told both that her due date was in December of that year (i.e., during the busiest time of the year due to holiday shopping).
17. Notably, Plaintiff had routinely worked a full-time schedule throughout the entirety of her employment with Defendant, and would have continued as such until December 2019, when she would be taking maternity leave. Thus, Plaintiff would have had at least 1,250 hours of service for the employer during the 12-month period immediately preceding the anticipated maternity leave.
18. On July 3, 2019, Ms. Younis came to Plaintiff and unexpectedly asked her to report to HR. Upon arriving, a representative from Macy's (named Abraham Gonzalez), a representative from Plaintiff's union named Betty Lloyd, as well as a woman from Bloomingdale's HR Department named Alyssa were all present. Oddly, this meeting was

filmed.

19. During the meeting, Plaintiff was asked about fraud and theft in the Chanel boutique and was questioned about a policy which existed at Bloomingdale's regarding customers sending salespeople their credit card info via electronic devices. Plaintiff politely informed Mr. Gonzalez that she had received telephone customers' credit card info via text message which she immediately deleted after processing, and in any event, despite any policy that existed, salespeople routinely received information this way in order to process transactions (including credit card information) from telephone customers via their cell phones. She also stated, in fact, this protocol had been known and done with the imprimatur of both Mr. Diaz and Ms. Younis.
20. Nevertheless, at the end of this meeting, without doing any investigation into the truthfulness of what Plaintiff had told them (notably and amongst other things, that management knew and was advising staff to obtain telephone customers' payment info via phone), Plaintiff received a suspension notice. This notice stated she was being placed on suspension "pending further investigation of the matter."
21. On July 18, 2019, Plaintiff sent an email to her supervisors Ms. Younis and Mr. Diaz (and included on this email Allyssa Maison-Mirza and Stephen Vellecca). In the body of that email she wrote, in part:

I find the timing of events suspect and feel that I'm being discriminated against. I believe this discrimination is due to my pregnancy and the fact that I will be on maternity leave for the upcoming holiday season. I feel that I have been singled out and treated differently than my coworkers by selected enforcement. Please see the series of events as I've documented in my Suspension Statement.
22. Attached to the email was a PDF document which she titled "Suspension Discrimination Statement." In that statement, Plaintiff stated that she had consistently partnered with the

in-store Asset Protection Director regarding telephone orders and that management has stressed that her role was customer service whereas Asset Protection's role was security. She also reiterated that every fashion advisor in the Chanel boutique (including Mr. Diaz himself) takes credit cards orders using their cell phones as she has been asked not to write down any personal client information on paper. Plaintiff also wrote: **"I feel that I'm being discriminated against because of my pregnancy and the fact that I will be on maternity leave for the upcoming holiday season."** (emphasis added.)

23. On July 23, 2019, after having received Plaintiff's email and the attached Statement which stated she believed she was being discriminated against on account of her pregnancy and due to the dates of her upcoming maternity leave, Lisa Quintanar (who is employed in Employee Relations for Macy's) called Plaintiff and told her that her employment was terminated.
24. The Pregnancy Discrimination Act (which is an amendment to Title VII of the Civil Rights Act of 1964), as well as counterpart New York state and city law, protect against discrimination before, during, and after a woman's pregnancy. *See Briggs v. Women in Need, Inc.*, 819 F. Supp. 2d 119, 128 (E.D.N.Y. 2011). The temporal proximity between a plaintiff's termination and her pregnancy, childbirth, or related medical condition can raise an inference of discrimination. *See, e.g., Bond v. Sterling, Inc.*, 997 F. Supp. 306, 309 (N.D.N.Y. 1998). Courts have also noted that an inference of discrimination arises from temporal proximity between the plaintiff's employment termination and the announcement of her pregnancy and/ or her request for maternity leave. *See Briggs*, 819 F. Supp. 2d at 128. Complaint was also unlawfully retaliated against as she was fired only five days after complaining of pregnancy discrimination.
25. Based on the foregoing, Plaintiff's employment termination was motivated, at least in

part, due to her pregnancy and alerting her supervisors that she would be going on maternity leave during the busy holiday shopping season, and/or for complaining about discrimination. Plaintiff's supervisors were no doubt aware that Plaintiff was pregnant and the anticipated birth month of the child. Further, despite any corporate policy which existed, Defendant was not following it, and in fact, numerous employees (including Plaintiff's supervisors) were getting client credit card info via electronic means and utilizing it to process orders. However, only Plaintiff's employment was seemingly terminated for doing that.

26. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, and Plaintiff has also suffered future pecuniary losses.
27. Defendant's actions and conduct were intentional and intended to harm Plaintiff.
28. As a result of Defendant's discriminatory treatment of Plaintiff, she has suffered loss of wages, as emotional distress.
29. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, and Plaintiff has also suffered future pecuniary losses, and other non-pecuniary losses.

**AS A FIRST CAUSE OF ACTION  
FOR DISCRIMINATION UNDER TITLE VII**

30. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint.
31. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil

Rights Act of 1964, 42 U.S.C. Section(s) 2000e, *et seq.*, for relief based upon the unlawful employment practices of the above-named Defendant. Plaintiff complains of Defendant's violation of Title VII's prohibition against discrimination in employment based, in whole or in part, upon an employee's pregnancy.

32. Defendant engaged in unlawful employment practices prohibited by 42 U.S.C. § 2000e, *et seq.*, by discriminating against Plaintiff because of her sex (female) and pregnancy.

**AS A SECOND CAUSE OF ACTION  
FOR RETALIATION UNDER TITLE VII**

33. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

34. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-3(a) provides that it shall be unlawful employment practice for an employer:

“(1) to ... discriminate against any of h[er] employees ... because [s]he has opposed any practice made an unlawful employment practice by this subchapter, or because [s]he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this subchapter.”

35. Defendant engaged in unlawful employment practices prohibited by 42 U.S.C. § 2000e, *et seq.*, by discriminating against Plaintiff with respect to the terms, conditions or privileges of employment because of her opposition to the unlawful employment practices of Defendant.

**AS A THIRD CAUSE OF ACTION FOR DISCRIMINATION  
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

36. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
37. The New York City Administrative Code § 8-107(1) provides that “It shall be an unlawful discriminatory practice: (a) For an employer or an employee or agent thereof,

because of the actual or perceived age, race, creed, color, national origin, **gender**, disability, marital status, partnership status, caregiver status, sexual orientation or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.”

38. Defendant engaged in unlawful discriminatory practices in violation of the New York City Administrative Code § 8-107(1)(a) by discriminating against Plaintiff because of her gender and pregnancy.

**AS A FOURTH CAUSE OF ACTION FOR RETALIATION  
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

39. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
40. The New York City Administrative Code § 8-107(7) provides that it shall be unlawful discriminatory practice: “For an employer . . . to discharge . . . or otherwise discriminate against any person because such person has opposed any practices forbidden under this chapter. . .”
41. Defendant engaged in an unlawful discriminatory practice in violation of New York City Administrative Code § 8-107(7) by discriminating against Plaintiff because of Plaintiff’s opposition to the unlawful employment practices of Plaintiff’s employer.

**AS A FIFTH CAUSE OF ACTION  
FOR INTERFERENCE AND/ OR RETALIATION UNDER  
THE FAMILY AND MEDICAL LEAVE ACT**

42. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
43. Section 2612(a)(1)(A) of the Family and Medical Leave Act, states, in pertinent part: “an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-

month period ... Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.”

44. Section 2615(a) of the Family and Medical Leave Act, states in pertinent part:
- “Interference with rights. (1) Exercise of rights. It shall be unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this subchapter. (2) Discrimination. It shall be unlawful for any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this subchapter.”
45. Defendant discriminated against Plaintiff by interfering and/or retaliating against Plaintiff for exercising her rights under the FMLA and for the sole purpose of interfering with her rights under the FMLA.

**JURY DEMAND**

46. Plaintiff demands a trial by jury.

**WHEREFORE**, Plaintiff respectfully requests a judgment against the Defendant:

- A. Declaring that Defendant engaged in unlawful employment practices prohibited by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and the New York City Administrative Code, § 8-107 *et seq.*, and that Defendant discriminated against Plaintiff on the basis of her sex, gender, and pregnancy;
- B. Declaring that Defendant engaged in unlawful employment practices prohibited by the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*, in that Defendant interfered with and/or retaliated against Plaintiff for requesting FMLA leave.
- C. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendant’s unlawful discrimination and to otherwise make her whole for any losses suffered as a result of such unlawful employment practices, including the awarding of liquidated



- damages;
- D. Awarding Plaintiff compensatory damages for mental, emotional and physical injury, distress, pain and suffering and injury to her reputation in an amount to be proven;
  - E. Awarding Plaintiff punitive damages;
  - F. Awarding Plaintiff attorneys' fees, costs, and expenses incurred in the prosecution of the action.
  - G. Awarding Plaintiff such other and further relief as the Court may deem equitable, just and proper to remedy the Defendant' unlawful employment practices.

Dated: New York, New York  
October 4, 2020

**NISAR LAW GROUP, P.C.**

By:



\_\_\_\_\_  
Casimir Wolnowski, Esq.  
*Attorneys for Plaintiff*  
One Grand Central Place  
60 East 42nd Street, Suite 4600  
New York, NY 10165  
Ph: (646) 449-7210  
Fax: (877) 720-0514  
Email: [cwolnowski@nisarlaw.com](mailto:cwolnowski@nisarlaw.com)

# A Commitment To Our Customers

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Knowing that we are listening to their opinions and will respond to their concerns helps to build trust with our customers.

## **Personal Clientele Development & B-Connected**

Each customer is a potential client and we strive to develop lasting relationships by satisfying each client's individual shopping needs in a way that makes him or her want to return to us again and again. Getting to know your customer is the first and most important step in building relationships. Based on your interactions with customers, you are expected to select those with whom you would like to do business in the future and to add them to your client book. You are then expected to take the steps appropriate to develop that relationship in a way that allows you to reach out to the customer and do future business. Our goal is to develop long-term, high-value relationships with our customers; our future is dependent on the ability to utilize our strongest asset, our people, to achieve that goal.

## **b-connected – Your Electronic Client Book**

All sales professionals have access to b-connected, our electronic client book, in which they must keep their client records. We ask you to make frequent contact with your clients based on their communication preferences. This includes understanding what day or time is best to contact them and which method of contact (phone, email, regular mail) they prefer. These activities are part of your job, and they must be done when you are clocked in and working. Neither these, nor any other work-related activities may be conducted outside of the workday.

Your client book is the property of Bloomingdale's and any information from the client book should not be taken home or removed from your work location at any time in any manner, and for any purpose, including contacting clients, updating files or performing other work-related activities.

## **When Handling Returns...**

Bloomingdale's fine service extends not just to purchases, but to returns as well. We take pride in being a "service store" and that means pleasing the customer in any way we can. When a customer is dissatisfied with the performance of our merchandise, it is our policy to satisfy the customer.

Bloomingdale's Return Policy:

Anything purchased at Bloomingdale's is returnable to Bloomingdale's.

*If you have proof of purchase, we will refund the purchase price in the original form of payment. If you don't have proof of purchase\*, we will credit your Bloomingdale's account. If you don't have a Bloomingdale's account, we will issue a merchandise credit.*

\*If there is no proof of purchase and the customer did not use her Bloomingdale's card, she will receive the lowest price of the season

Many returns can be turned into sales if handled properly. Always ask the customer why she is making the return, to help you identify merchandise that will better meet her needs. Of course, close every return by offering to credit the customer's Bloomingdale's account.

# Business Ethics and Integrity

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## Associate References

All requests for references must be directed to HR. Bloomingdale's will provide information limited to position held and dates of employment. For employment and income verifications we use the Work Number which can be accessed via My In-Site under Compensation, Employment Verification.

## Legal Compliance

All associates have an important responsibility to preserve and guard the integrity of Bloomingdale's. We are committed to compliance with all laws that affect our business.

All of our relationships with our co-workers, vendor, customers, governmental and community officials or other third parties must be conducted in strict observance of the law. Not only should there be no violation of law, but conduct which could be embarrassing to the Company, if it should be brought to public attention, must also be avoided. In some cases, a violation of law may carry state and federal penalties for any involved associate, as well as for the Company.

All associates should always avoid even the appearance of wrongdoing, and conduct Bloomingdale's business in compliance with the letter and spirit of applicable laws. If you become aware, directly or indirectly, of any behavior you think may be a violation of any law, speak with your supervisor, your Human Resource representative, The Company's Law Department, or report the behavior to the Macy's, Inc. Compliance Connections Hotline, 1-800-763-7290.

The Company does not tolerate any retaliation against you for reporting any conduct you believe in good faith may violate the law.

If you supervise other associates, you are responsible for your own actions, as well as for the working climate you provide for those who report to you. As a supervisor, you are responsible to inform the Company if you became aware of behavior that may violate the law or Bloomingdale's policy.

## Fair Pricing

Our service and fair pricing policy provides that our customer receive the lowest price in any conflict between Point of Sale ("POS"), signs and advertising.

- If the signed price is lower than the POS price, give the customer the signed price.
- If the POS price is lower than the signed or advertised price, the customer gets the POS price.

### Exceptions:

- If a customer wishes to purchase an item that scans for a penny at the register, the sales professional must tell the customer the item scans for \$.01, and we will honor that price. Associates who are buying item(s) that scan at one penny are not eligible to purchase them.
- The sales professional should check the sales floor for additional stock of the penny-priced item sold to the customer. If any are found, they must be removed from the sales floor and placed in the Job Out area of the stock room.

## Your Pay & Benefits

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old), you must promptly submit an updated Associate Discount and Credit Account Information form. You can obtain the form from your Human Resources office.

### 2. Associate Discount Use

- The Associate Discount and other discounts described in this policy are intended only for the purchase of items for you (or your eligible family members') own personal use and for items purchased as **gifts**. Personal use does not include the use of your Associate Discount to make purchases for any outside group, club, organization, or person when such other outside entity or person contributes to the cost of the purchase and is ineligible for the same discount.
- You may not buy items at discount for return elsewhere at full price or for use in a commercial venture.
- You may not ring your own discount transaction or that of your dependents or other family members (even if they do not receive a discount).
- You may not use another associate's account or let another associate use your account.
- You must credit all returns to your Bloomingdale's associate account (when returning a gift not purchased by you or your joint account holder, call Credit (MCCS) for an adjustment).
- Bloomingdale's gift cards cannot be credited to your Bloomingdale's account.
- Associates may not use the "discount savings certificates" that are mailed to our charge customers unless specifically allowed to do so for a particular event or when cross-shopping at Macy's. Be sure to read the fine print to determine whether associates are eligible.
- If you are unclear at any point, partner with Human Resources.

### 3. Violation of the Associate Discount Policy

**Violation of the Associate Discount Policy** may result in disciplinary action, up to and including termination of employment, or the loss of the Retiree Discount if otherwise eligible. For employees of vendor partners, violation may result in removal from assignment at any Bloomingdale's location.

### 4. Procedure:

- Associates and their authorized buyers must use a Bloomingdale's credit (or pre-pay) or Bloomingdale's American Express card to receive the discount. To open an account, complete the Associate Discount and Credit Account Information form with your new hire paperwork. Associates may elect a pre-pay account instead of a credit account.
- The discount will be taken "back office" from the charge account bill each month. A pre-pay account requires an associate to pay the net amount of the purchase (item price less discount, plus tax) before it can be rung on the register.
- To make an in-person payment, you can go to any register in any store location. Associates may not write a personal check to Bloomingdale's with insufficient funds or on a closed checking account.
- It is your responsibility to carefully follow all discount procedures and maintain your account in good standing.
- If during the course of using your associate discount you have a question about this policy, partner with Human Resources.

## Your Pay & Benefits

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- Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

- Enforcement

An associate may file a complaint with the U.S. Department of labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights.

### State Leave Laws

Many states have laws providing leave time for a variety of reasons. Each leave request will be evaluated to determine whether it is covered by a state specific leave law. Call HR Services at 1-800-6229 (MACY) for more information.

### Non-FMLA Leave

These leaves are not covered under FMLA or the associate does not meet the FMLA eligibility criteria.

- **Medical LOA:** This policy covers medical leaves of absence to eligible associates who are unable to work due to their own medical condition, including, but not limited to, pregnancy, maternity, and work related injury or illness.
- **Care of a Domestic Partner LOA:** This policy covers leaves of absence to care for a domestic partner.
- **U.S.E.R.R.A Military LOA:** Military leave applies for an associate who is a member of the military. It applies to all associates, including on-call and probationary associates, who are members of the Armed Forces, including National Guard and Reserves, or any other category of persons designated by the President in time of war or emergency.
- **Personal LOA:** A personal leave of absence is an unpaid leave and should only be considered when the established criteria for other types of leave cannot be met or when all other alternatives have been considered and/or exhausted. A personal leave is discretionary and will be considered by the Company based upon the circumstances necessitating the leave and with consideration to the impact the leave will have on the operations of the business.
- **ADAAA Leaves as a Reasonable Accommodation:** You may also be entitled to leave time as an accommodation under the American's With Disabilities Act as amended. Extensions to leaves may also be granted as a reasonable accommodation under the ADAAA. Depending on a case by case analysis, your job may be protected during such a leave.

### Eligibility and Leave Duration

Length and eligibility of leaves varies depending on type of leave. Generally, the maximum time allowed for a leave of absence of any kind, or a combination of different types, is 26 weeks. However, there may be exceptions to this 26-week cap based on state/federal leave laws, when

**From:** Richard Law  
**Subject:** RE: Kristina Mikhaylova interview  
**To:** Barbara Hoelz  
**Cc:** Tinbite Yonas  
**Sent:** June 8, 2017 12:48 PM (UTC+00:00)

Kristina has been with us since 05/03/2016. There are no disciplinary actions on file in the Imaging System.

Tinbite may be able to address Kristina's performance rating.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

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**From:** Tinbite Yonas  
**Sent:** Wednesday, June 7, 2017 7:31 PM  
**To:** Barbara Hoelz  
**Cc:** Chris Castellani; Richard Law  
**Subject:** Re: Kristina Mikhaylova interview

Hi,

Richard is handling investigation.

Thanks,  
Tinbite

**Tinbite Yonas | Human Resources Director | 59th Street**  
Bloomingdale's | [1000 3rd Avenue, New York, New York 10022](#)  
(P) [212-705-3087](#)  
FEDNET TIELINE: [813-1-001-3087](#)

On Jun 7, 2017, at 10:19 AM, Barbara Hoelz <[Barbara.Hoelz@bloomingdales.com](mailto:Barbara.Hoelz@bloomingdales.com)> wrote:

Any update on this and was any disciplinary action taken with this associate previously? What is her current performance rating and tenure in job?

Thanks,  
b

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**From:** Tinbite Yonas  
**Sent:** Tuesday, June 6, 2017 9:17 AM  
**To:** Barbara Hoelz; Richard Law  
**Subject:** Fwd: Kristina Mikhaylova interview

**Tinbite Yonas | Human Resources Director | 59th Street**  
Bloomingdale's | [1000 3rd Avenue, New York, New York 10022](#)  
(P) [212-705-3087](#)  
FEDNET TIELINE: [813-1-001-3087](#)

Begin forwarded message:

**From:** Chris Castellani <[christopher.castellani@bloomingdales.com](mailto:christopher.castellani@bloomingdales.com)>

CONFIDENTIAL

BLM001516



**Date:** June 6, 2017 at 8:58:02 AM EDT

**To:** Tinbite Yonas <[tinbite.yonas@bloomingdales.com](mailto:tinbite.yonas@bloomingdales.com)>

**Cc:** David Rey <[david.rey@bloomingdales.com](mailto:david.rey@bloomingdales.com)>, Sarah Shaw

<[Sarah.Shaw@bloomingdales.com](mailto:Sarah.Shaw@bloomingdales.com)>, Lily Flast <[lily.flast@bloomingdales.com](mailto:lily.flast@bloomingdales.com)>

**Subject:** Kristina Mikhaylova interview

Tinbite,

We will be speaking to Chanel HB Associate Kristina Mikhaylova (72061886) this afternoon based on investigation indicating discount abuse and potential diverter (reseller) activity.

Ms. Mikhaylova was spoken to previously (2/4/2017) for her high level of fraudulent credit card transactions. During that interview and follow up it appears she followed P&P around the MEMO Order process.

She is scheduled for 12:00pm today and we will pull her shortly after.

Thanks,  
Chris

**Chris Castellani | APM-Investigations | 59th Street**  
Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIE LINE: 813-1-001-3418

**From:** Chris Castellani  
**Subject:** RE: Paperwork for Kristina Mikhaylova  
**To:** Richard Law  
**Cc:** Tinbite Yonas  
**Sent:** June 8, 2017 5:11 PM (UTC+00:00)

Richard,

She shipped 26 purchases to 6 different addresses (5 = NH, 1 = MS)  
Used family or friends names (4 different names plus her own)  
Total sales was \$65,988  
Total taxes evade = \$5856.44 (8.875%)

Chris

Chris Castellani | APM-Investigations | 59th Street  
Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIELINE: 813-1-001-3418

-----Original Message-----

From: Richard Law  
Sent: Tuesday, June 06, 2017 5:46 PM  
To: Chris Castellani  
Cc: Tinbite Yonas  
Subject: RE: Paperwork for Kristina Mikhaylova

Chris,

Please forward the supporting information regarding (transaction details):  
What is the timeframe for all transactions in question?  
How many different transactions are there?  
How many different shipping locations are there and where were they shipped to?  
How many different names were used for shipping?  
What are the number of items shipped for each transaction, by date and location?  
What is the total value of the items shipped?

Thanks!

Richard Law | Manager, Human Resources | 59th Street Bloomingdale's | 1000 Third  
Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

-----Original Message-----

From: Chris Castellani  
Sent: Tuesday, June 6, 2017 2:24 PM  
To: Tinbite Yonas  
Cc: Richard Law; Denis Diaz; Cathy Younis  
Subject: Paperwork for Kristina Mikhaylova

Tinbite,

Kristina has been suspended after partnering with Richard.

During our conversation she admitted to shipping her purchases to friends out of state to avoid paying the NYS Sales tax. She said she never received reimbursement or sold any merchandise and that they were all for herself or gifts.

She is scheduled to work tomorrow at 12:00 and was informed not to report back to work until contacted.

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BI M001518



Her number is 646-270-0228

Thanks,  
Chris

Chris Castellani | APM-Investigations | 59th Street Bloomingdale's | 1000 3rd  
Avenue, New York, New York 10022  
(P) 212-705-3418 | TIE LINE: 813-1-001-3418

-----Original Message-----

From: christopher.castellani@bloomingdales.com  
[mailto:christopher.castellani@bloomingdales.com]  
Sent: Tuesday, June 06, 2017 2:11 PM  
To: Chris Castellani  
Subject: Scanned email from Lexmark MFP

Do not reply this message

**From:** Richard Law  
**Subject:** RE: Paperwork for Kristina Mikhaylova  
**To:** Chris Castellani  
**Cc:** Tinbite Yonas  
**Sent:** June 8, 2017 5:59 PM (UTC+00:00)

To clarify, is 26 the total number of items purchased or the total number of transactions; which might include more than 1 item per transaction?

What is the time period for all transactions (date of 1st transaction, date of last transaction)?

Thanks.

Richard Law | Manager, Human Resources | 59th Street  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

-----Original Message-----

From: Chris Castellani  
Sent: Thursday, June 8, 2017 1:11 PM  
To: Richard Law  
Cc: Tinbite Yonas  
Subject: RE: Paperwork for Kristina Mikhaylova

Richard,

She shipped 26 purchases to 6 different addresses (5 = NH, 1 = MS)  
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Chris

Chris Castellani | APM-Investigations | 59th Street Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIELINE: 813-1-001-3418

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Thanks!

Richard Law | Manager, Human Resources | 59th Street Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

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Cc: Richard Law; Denis Diaz; Cathy Younis  
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Tinbite,

Kristina has been suspended after partnering with Richard.

During our conversation she admitted to shipping her purchases to friends out of state to avoid paying the NYS Sales tax. She said she never received reimbursement or sold any merchandise and that they were all for herself or gifts.

She is scheduled to work tomorrow at 12:00 and was informed not to report back to work until contacted.

Her number is 646-270-0228

Thanks,  
Chris

Chris Castellani | APM-Investigations | 59th Street Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIE LINE: 813-1-001-3418

-----Original Message-----

From: christopher.castellani@bloomingdales.com  
[mailto:christopher.castellani@bloomingdales.com]  
Sent: Tuesday, June 06, 2017 2:11 PM  
To: Chris Castellani  
Subject: Scanned email from Lexmark MFP

Do not reply this message

**From:** Chris Castellani  
**Subject:** RE: Paperwork for Kristina Mikhaylova  
**To:** Richard Law  
**Cc:** Tinbite Yonas  
**Sent:** June 8, 2017 6:13 PM (UTC+00:00)

26 total transaction some containing multiple items, from 10/7/16 to 4/21/17

Chris Castellani | APM-Investigations | 59th Street  
Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIELINE: 813-1-001-3418

-----Original Message-----

From: Richard Law  
Sent: Thursday, June 08, 2017 1:59 PM  
To: Chris Castellani  
Cc: Tinbite Yonas  
Subject: RE: Paperwork for Kristina Mikhaylova

To clarify, is 26 the total number of items purchased or the total number of transactions; which might include more than 1 item per transaction?

What is the time period for all transactions (date of 1st transaction, date of last transaction)?

Thanks.

Richard Law | Manager, Human Resources | 59th Street Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

-----Original Message-----

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Sent: Thursday, June 8, 2017 1:11 PM  
To: Richard Law  
Cc: Tinbite Yonas  
Subject: RE: Paperwork for Kristina Mikhaylova

Richard,

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Chris

Chris Castellani | APM-Investigations | 59th Street Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIELINE: 813-1-001-3418

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From: Richard Law  
Sent: Tuesday, June 06, 2017 5:46 PM  
To: Chris Castellani  
Cc: Tinbite Yonas  
Subject: RE: Paperwork for Kristina Mikhaylova

Chris,

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BI M001522

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Thanks!

Richard Law | Manager, Human Resources | 59th Street Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIE LINE: 813-1-001-3585

-----Original Message-----

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To: Tinbite Yonas  
Cc: Richard Law; Denis Diaz; Cathy Younis  
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During our conversation she admitted to shipping her purchases to friends out of state to avoid paying the NYS Sales tax. She said she never received reimbursement or sold any merchandise and that they were all for herself or gifts.

She is scheduled to work tomorrow at 12:00 and was informed not to report back to work until contacted.

Her number is 646-270-0228

Thanks,  
Chris

Chris Castellani | APM-Investigations | 59th Street Bloomingdale's | 1000 3rd Avenue, New York, New York 10022  
(P) 212-705-3418 | TIE LINE: 813-1-001-3418

-----Original Message-----

From: christopher.castellani@bloomingdales.com  
[mailto:christopher.castellani@bloomingdales.com]  
Sent: Tuesday, June 06, 2017 2:11 PM  
To: Chris Castellani  
Subject: Scanned email from Lexmark MFP

Do not reply this message

**From:** Richard Law  
**Subject:** Fwd: Kristina Mikhaylova/chanel handbags  
**To:** Tinbite Yonas; Chris Castellani; Barbara Hoelz  
**Sent:** June 8, 2017 11:38 PM (UTC+00:00)

fyi.

Sent from my mobile device

Begin forwarded message:

**From:** Kristina Mikhaylova <[kristinamikhaylova@yahoo.com](mailto:kristinamikhaylova@yahoo.com)>  
**Date:** June 8, 2017 at 7:10:38 PM EDT  
**To:** [richard.law@bloomingdales.com](mailto:richard.law@bloomingdales.com)  
**Subject:** Kristina Mikhaylova/chanel handbags

☐ EXT MSG:

Hi Richard,

This is Kristina Mikhaylova from the Chanel Handbag department. I am reaching out to you because I need to know the status of my suspension. I was made aware by Chris from AP on Tuesday June 6 at around 1:30 pm that due to meetings taking place the HR department was unavailable and was not able to review my statement. Chris stated that it will be reviewed tomorrow which would be Wednesday morning by Richard and I would be contacted prior to my 12pm shift. He told me not to come in to work unless I hear from you. Today is Thursday June 8<sup>th</sup> after 6 pm and I have still yet to hear from you or anyone from HR. I would like to know how long is my suspension for and is my suspension because I am pregnant? If you have any further questions please contact me at (646)270-0228. Looking forward to hearing from you.

All the best,

Kristina Mikhaylova

Sent from my iPhone

\* This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening attachments.

**From:** Tinbite Yonas  
**Subject:** Re: Kristina Mikhaylova/chanel handbags  
**To:** Richard Law  
**Sent:** June 8, 2017 11:49 PM (UTC+00:00)

You are handling this correct? Why did you send us the FYI?

**Tinbite Yonas| Human Resources Director| [59th Street](#)**  
**Bloomingtondale's |[1000 3rd Avenue, New York, New York 10022](#)**  
**(P) [212-705-3087](#)**  
**FEDNET TIELINE: [813-1-001-3087](#)**

On Jun 8, 2017, at 7:37 PM, Richard Law <[Richard.Law@bloomingtondales.com](mailto:Richard.Law@bloomingtondales.com)> wrote:

fyi.

Sent from my mobile device

Begin forwarded message:

**From:** Kristina Mikhaylova <[kristinamikhaylova@yahoo.com](mailto:kristinamikhaylova@yahoo.com)>  
**Date:** June 8, 2017 at 7:10:38 PM EDT  
**To:** [richard.law@bloomingtondales.com](mailto:richard.law@bloomingtondales.com)  
**Subject:** Kristina Mikhaylova/chanel handbags

☐ EXT MSG:

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All the best,

Kristina Mikhaylova

Sent from my iPhone

\* This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening

CONFIDENTIAL

BLM001525

**attachments.**



**From:** Richard Law  
**Subject:** Re: Kristina Mikhaylova/chanel handbags  
**To:** Tinbite Yonas  
**Sent:** June 9, 2017 12:09 AM (UTC+00:00)

yes, i am handling. just keeping you in the loop, thats all.

Sent from my mobile device

On Jun 8, 2017, at 7:49 PM, Tinbite Yonas <[tinbite.yonas@bloomingdales.com](mailto:tinbite.yonas@bloomingdales.com)> wrote:

You are handling this correct? Why did you send us the FYI?

**Tinbite Yonas| Human Resources Director| 59th Street**  
Bloomingdale's [|1000 3rd Avenue, New York, New York 10022](#)  
(P) [212-705-3087](tel:212-705-3087)  
FEDNET TIELINE: [813-1-001-3087](tel:813-1-001-3087)

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fyi.

Sent from my mobile device

Begin forwarded message:

**From:** Kristina Mikhaylova <[kristinamikhaylova@yahoo.com](mailto:kristinamikhaylova@yahoo.com)>  
**Date:** June 8, 2017 at 7:10:38 PM EDT  
**To:** [richard.law@bloomingdales.com](mailto:richard.law@bloomingdales.com)  
**Subject:** Kristina Mikhaylova/chanel handbags

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All the best,

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BLM001527

Kristina Mikhaylova

Sent from my iPhone

**\* This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening attachments.**

**From:** Tinbite Yonas  
**Subject:** Re: Kristina Mikhaylova/chanel handbags  
**To:** Richard Law  
**Sent:** June 9, 2017 11:21 AM (UTC+00:00)

Ok- thank you.

**Tinbite Yonas| Human Resources Director| [59th Street](#)**  
Bloomingdale's [|1000 3rd Avenue, New York, New York 10022](#)  
(P) [212-705-3087](#)  
FEDNET TIELINE: [813-1-001-3087](#)

On Jun 8, 2017, at 8:09 PM, Richard Law <[Richard.Law@bloomingdales.com](mailto:Richard.Law@bloomingdales.com)> wrote:

yes, i am handling. just keeping you in the loop, thats all.

Sent from my mobile device

On Jun 8, 2017, at 7:49 PM, Tinbite Yonas <[tinbite.yonas@bloomingdales.com](mailto:tinbite.yonas@bloomingdales.com)> wrote:

You are handling this correct? Why did you send us the FYI?

**Tinbite Yonas| Human Resources Director| [59th Street](#)**  
Bloomingdale's [|1000 3rd Avenue, New York, New York 10022](#)  
(P) [212-705-3087](#)  
FEDNET TIELINE: [813-1-001-3087](#)

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fyi.

Sent from my mobile device

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**To:** [richard.law@bloomingdales.com](mailto:richard.law@bloomingdales.com)  
**Subject:** Kristina Mikhaylova/chanel handbags

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BLM001529

statement. Chris stated that it will be reviewed tomorrow which would be Wednesday morning by Richard and I would be contacted prior to my 12pm shift. He told me not to come in to work unless I hear from you. Today is Thursday June 8<sup>th</sup> after 6 pm and I have still yet to hear from you or anyone from HR. I would like to know how long is my suspension for and is my suspension because I am pregnant? If you have any further questions please contact me at (646)270-0228. Looking forward to hearing from you.

All the best,

Kristina Mikhaylova

Sent from my iPhone

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**From:** Richard Law  
**Subject:** RE: Kristina Mikhaylova/chanel handbags  
**To:** Tinbite Yonas; Chris Castellani; Barbara Hoelz  
**Sent:** June 9, 2017 2:09 PM (UTC+00:00)

FYI only.

I spoke to Kristina and informed her that she is still on suspension until further notice and that the investigation is not related to her medical condition. I also informed her that I would reach out to her once a determination has been made.

Separately, I also informed Cathy Younis and Denis Diaz that Kristina is still on suspension until further notice.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

---

**From:** Richard Law  
**Sent:** Thursday, June 8, 2017 7:38 PM  
**To:** Tinbite Yonas; Chris Castellani; Barbara Hoelz  
**Subject:** Fwd: Kristina Mikhaylova/chanel handbags

fyi.

Sent from my mobile device

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All the best,

Kristina Mikhaylova

CONFIDENTIAL

BLM001531

Sent from my iPhone

\* This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening attachments.

**From:** Richard Law  
**Subject:** Kristina Mikhaylova 72061886  
**To:** Denis Diaz; Cathy Younis  
**Cc:** Barbara Hoelz; Tinbite Yonas; Chris Castellani; Miriam Landymore; Marisa Brown; Michelle Ravkin; Leeza Torres; Milesska Contreras  
**Sent:** June 16, 2017 5:02 PM (UTC+00:00)

Denis / Cathy,

Kristina Mikhaylova 72061886 has been termed, effective 6/16/2017. Let me know if you have any questions.  
Thanks.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIE LINE: 813-1-001-3585

CONFIDENTIAL

BLM001533

**From:** Cathy Younis  
**Subject:** Re: Kristina Mikhaylova 72061886  
**To:** Richard Law  
**Cc:** Denis Diaz; Barbara Hoelz; Tinbite Yonas; Chris Castellani; Miriam Landymore; Marisa Brown; Michelle Ravkin; Leeza Torres; Milesska Contreras  
**Sent:** June 16, 2017 5:10 PM (UTC+00:00)

Hi Richard,

Thanks for the heads up! Do you have time on Saturday to meet? I'm off today and would like to have a better understanding of what we need to be doing on our end.

Best,  
Cathy

Cathy Younis CHANEL Brand Director  
Cell 561-573-1583  
Office 212-705-2308  
CHANEL RTW 212-705-2544  
CHANEL ACC 212-705-2856

On Jun 16, 2017, at 1:02 PM, Richard Law <[Richard.Law@bloomingdales.com](mailto:Richard.Law@bloomingdales.com)> wrote:

Denis / Cathy,

Kristina Mikhaylova 72061886 has been termed, effective 6/16/2017. Let me know if you have any questions. Thanks.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585



**From:** Richard Law  
**Subject:** RE: Kristina Mikhaylova 72061886  
**To:** Cathy Younis  
**Cc:** Denis Diaz; Barbara Hoelz; Tinbite Yonas; Chris Castellani  
**Sent:** June 16, 2017 7:35 PM (UTC+00:00)

Hi Cathy,

I am not in this weekend. My suggestion would be to reinforce to all associates that they are to adhere to all store policies and procedures. If they have a question about a policy or procedure, they should consult with a manager before proceeding. Thanks.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

---

**From:** Cathy Younis  
**Sent:** Friday, June 16, 2017 1:10 PM  
**To:** Richard Law  
**Cc:** Denis Diaz; Barbara Hoelz; Tinbite Yonas; Chris Castellani; Miriam Landymore; Marisa Brown; Michelle Ravkin; Leeza Torres; Milesska Contreras  
**Subject:** Re: Kristina Mikhaylova 72061886

Hi Richard,

Thanks for the heads up! Do you have time on Saturday to meet? I'm off today and would like to have a better understanding of what we need to be doing on our end.

Best,  
Cathy

Cathy Younis CHANEL Brand Director  
Cell 561-573-1583  
Office 212-705-2308  
CHANEL RTW 212-705-2544  
CHANEL ACC 212-705-2856

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Denis / Cathy,

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**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIELINE: 813-1-001-3585

**From:** Richard Law  
**Subject:** RE: Kristina Mikhaylova 72061886  
**To:** Cathy Younis  
**Cc:** Denis Diaz; Barbara Hoelz; Tinbite Yonas; Chris Castellani  
**Sent:** June 16, 2017 7:35 PM (UTC+00:00)

Hi Cathy,

I am not in this weekend. My suggestion would be to reinforce to all associates that they are to adhere to all store policies and procedures. If they have a question about a policy or procedure, they should consult with a manager before proceeding. Thanks.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIE LINE: 813-1-001-3585

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**Cc:** Denis Diaz; Barbara Hoelz; Tinbite Yonas; Chris Castellani; Miriam Landymore; Marisa Brown; Michelle Ravkin; Leeza Torres; Milesska Contreras  
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Cathy

Cathy Younis CHANEL Brand Director  
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CHANEL RTW 212-705-2544  
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Kristina Mikhaylova 72061886 has been termed, effective 6/16/2017. Let me know if you have any questions. Thanks.

**Richard Law | Manager, Human Resources | 59th Street**  
Bloomingdale's | 1000 Third Avenue, New York, NY 10022  
(P) 212-705-3585 | FEDNET TIE LINE: 813-1-001-3585

**Chris Castellani**

---

**From:** Abraham Gonzalez  
**Sent:** Thursday, May 04, 2017 10:44 AM  
**To:** Chris Castellani  
**Cc:** Tom Meehan  
**Subject:** RE: Employee Account

Chris,

This account is blocked for reselling – it's an associate account. Have we made any progress in validating whether this is discount abuse and diversion?

-Abe

---

**Abraham Gonzalez, CFI | Asset Protection Analyst - Data, Systems & Central Investigations**

Bloomingdale's | 919 Third Avenue, New York, New York 10022

(P) 212-651-3927 | (F) 212-651-6130

FEDNET TIELINE: 813-1-023-3927

"Can't always do what we have always done or we'll get the results we've always gotten." - Fields Wicker-Miurin

---

**From:** Abraham Gonzalez  
**Sent:** Monday, May 01, 2017 9:56 AM  
**To:** Chris Castellani  
**Cc:** Tom Meehan  
**Subject:** RE: Employee Account

Chris,

Any luck with this? MCCS is asking us.

-Abe

---

**Abraham Gonzalez, CFI | Asset Protection Analyst - Data, Systems & Central Investigations**

Bloomingdale's | 919 Third Avenue, New York, New York 10022

(P) 212-651-3927 | (F) 212-651-6130

FEDNET TIELINE: 813-1-023-3927

"Can't always do what we have always done or we'll get the results we've always gotten." - Fields Wicker-Miurin

---

**From:** Abraham Gonzalez  
**Sent:** Wednesday, April 19, 2017 11:06 AM  
**To:** Chris Castellani  
**Cc:** Tom Meehan  
**Subject:** FW: Employee Account

Chris,

This associate is violating our diverter policy of 6 chanel bags and is extremely likely discount abusing. Can we put a file together and have a conversation with her regarding her activity.

-Abe

The screenshot shows a web browser window with the address bar displaying 'http://ma800xstss04/SIS/2/Stand...'. The browser title is 'FSS Security Systems 2017'. The page has a menu bar with 'File', 'Edit', 'View', 'Favorites', 'Tools', and 'Help'. Below the menu bar, a message states 'Abraham, your FSS permissions are 'System Owner''. There are two buttons: 'Home' and 'My Personal Info'. The page title is 'Fraud Security Systems 2017 Version 15.0'. On the left is a sidebar menu with 'Investigation Tools' (Introduction, eReceipt, Credit Fraud Tracking, Employee Investigation, IRN/PAN Lookup, EZ Encryption, SSN/ISN Conversion) and a 'CLOSE MENU' button. The main content area is titled 'Employee Details' and contains the following information:

Date Run	4/19/2017	Store Number	0001
Associate Number	72061886	Associate Name	Mikhaylova, Kristina
Street Address	[REDACTED]	City	Fresh Meadows
State/Zip	NY 11366-	Hire Date	05/03/2016
Term Date		Job Code	NS1007
Status	AF	Full/Part Time	F
Sell Section	0331	SSN	[REDACTED]
Phone Number	[REDACTED]	DOB	05/16/1986
Account Numbers			

A 'CLOSE MENU' button is located at the bottom of the sidebar.

Abraham Gonzalez, CFI | Asset Protection Analyst - Data, Systems & Central Investigations  
 Bloomingdale's | 919 Third Avenue, New York, New York 10022

(P) 212-651-3927 | (F) 212-651-6130

FEDNET TIE LINE: 813-1-023-3927

"Can't always do what we have always done or we'll get the results we've always gotten." - Fields Wicker-Miurin

---

**From:** Jenn Schell

**Sent:** Wednesday, April 19, 2017 8:49 AM

**To:** Abraham Gonzalez; Tom Meehan

**Subject:** Employee Account

Abe and Tom,

I wanted to pass the follow account on to you, it's a Bloomingdale's Pre-Paid account in which has a credit balance of \$17,878.76. Account# 6035342423056326 it belongs to a Kristina Mikhaylova most of the purchases are at store 1 which could be here home store. I am attaching the past 2 statements to help.

Let me know if you need anything else.

Thanks,

**Jenn Schell | Fraud Analytics Administrator**

9111 Duke Blvd | Mason, OH 45040

FEDNET TIE LINE: 8-11-400-37823

Office: (513) 573-7823 Fax: (513) 573-2957

★ make life shine brighter



TRANSACTION HISTORY: Export to Printer

Page 1 of 3

# Bloomington's Account/Week

## Search Criteria:

Account: [REDACTED]  
 Starting week: 01/05/2017  
 Week ending: 05/05/2017

## Transactions:

Transaction Type	Transaction Date	Store Number	Register Number	Transaction Number	Associate Number	Void Flag
PAYMENT	01/10/2017	1	130	7743	72064050	
PRESALE	01/11/2017	1	615	5532	72645596	
PAYMENT	01/12/2017	1	130	7854	72064050	
PAYMENT	01/12/2017	1	130	7855	72064050	
SEND PURCHASE	01/12/2017	1	130	7903	72038562	
SEND PURCHASE	01/12/2017	1	615	5647	72645596	
RETURN	01/12/2017	1	746	4068	72014452	
PURCHASE	01/12/2017	1	746	4069	72014452	
PAYMENT	01/14/2017	1	148	4186	72028507	
PAYMENT	01/14/2017	1	549	292	72011412	
SEND PURCHASE	01/14/2017	1	615	5873	72014739	
PAYMENT	01/14/2017	1	615	5925	72063603	
PURCHASE	01/14/2017	1	615	5927	72042905	
PAYMENT	01/15/2017	1	615	6026	72064050	
SEND PURCHASE	01/15/2017	62	137	550	72061239	
PAYMENT	01/22/2017	1	130	8543	72063570	
PAYMENT	01/22/2017	1	130	8544	72063570	
PAYMENT	01/23/2017	1	615	6600	72063603	
PAYMENT	01/23/2017	1	615	6614	72672797	
PRESALE	01/23/2017	62	137	997	72061239	
PRESALE	01/25/2017	1	130	8660	72038562	
PURCHASE	01/27/2017	1	269	321	72619685	
PURCHASE	01/27/2017	1	269	324	72619685	
PAYMENT	01/27/2017	1	277	4331	72619685	
PAYMENT	01/27/2017	1	615	6837	72203000	
SEND PURCHASE	01/27/2017	1	1765	59	72050212	
SEND PURCHASE	01/28/2017	1	130	8900	72063570	
PAYMENT	01/28/2017	1	247	7740	72049905	
SEND PURCHASE	01/28/2017	1	247	7741	72049905	
PURCHASE	01/28/2017	1	602	5623	72635298	
PAYMENT	01/28/2017	1	615	6932	72063570	
PAYMENT	02/03/2017	1	130	9195	72042905	D
PAYMENT	02/03/2017	1	130	9196	72042905	
PAYMENT	02/03/2017	1	730	1917	72039493	
PURCHASE	02/03/2017	1	730	1918	72039493	
PAYMENT	02/05/2017	1	288	3966	72001476	
PURCHASE	02/05/2017	1	288	3967	72001476	
PAYMENT	02/05/2017	1	615	7412	72064050	D
PAYMENT	02/05/2017	1	615	7413	72064050	
SEND PURCHASE	02/05/2017	1	615	7415	72014739	
PRESALE	02/15/2017	1	130	9982	72038562	
PAYMENT	02/15/2017	1	615	8068	72042905	

<https://macysth/MacysTH/export.jsp?opt=actwk&dspt=DCR&excl=N&r=40562>

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TRANSACTION HISTORY: EXPORT TO EXCEL

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PAYMENT	02/15/2017	1	615	8071	72063570
PAYMENT	02/16/2017	1	130	154	72014739
PRESALE	02/16/2017	1	130	155	72014739
PAYMENT	02/16/2017	1	615	8278	72042905
PAYMENT	02/17/2017	1	244	3650	72038562
PAYMENT	02/17/2017	1	244	3651	72038562
PRESALE	02/17/2017	1	244	3653	72038562
PAYMENT	02/17/2017	1	615	8366	72160325
PRESALE	02/17/2017	1	615	8370	72014739
PAYMENT	02/18/2017	1	615	8542	72014739
PAYMENT	02/18/2017	1	615	8544	72014739
PRESALE	02/18/2017	1	615	8545	72014739
PAYMENT	02/21/2017	1	615	8829	72064050
PRESALE	02/21/2017	1	615	8831	72064050
PAYMENT	02/24/2017	1	130	705	72063570
EXCHANGE	02/24/2017	1	130	746	72038562
PAYMENT	02/24/2017	1	173	6706	72129809
PURCHASE	02/24/2017	1	173	6707	72129809
PAYMENT	02/24/2017	1	517	2679	72039785
PURCHASE	02/24/2017	1	517	2681	72039785
PURCHASE	02/24/2017	1	615	9069	72203000
PAYMENT	02/24/2017	1	682	363	72003810
PURCHASE	02/24/2017	1	682	365	72003810
PURCHASE	02/24/2017	1	2770	39	72016480
SEND PURCHASE	02/26/2017	1	130	915	72064050
PAYMENT	02/26/2017	1	195	2869	72601071
PURCHASE	02/26/2017	1	195	2870	72601071
PURCHASE	02/26/2017	1	401	3285	72038350
PURCHASE	02/26/2017	1	682	482	72012771
PRESALE	02/27/2017	1	165	764	72064433
PAYMENT	02/27/2017	1	615	9336	72672797
PAYMENT	03/09/2017	1	549	3342	72064755
PRESALE	03/09/2017	1	615	9923	72160325
PAYMENT	03/11/2017	1	247	9892	72050212
PRESALE	03/11/2017	1	2730	69	72050212
PAYMENT	03/13/2017	1	615	347	72063603
PRESALE	03/13/2017	1	1791	86	72044780
PRESALE	03/15/2017	1	132	2887	72064050
PAYMENT	03/15/2017	1	149	1222	72064755
PRESALE	03/15/2017	1	615	401	72063603
PAYMENT	03/15/2017	1	615	402	72014739
PRESALE	03/15/2017	1	615	403	72014739
PAYMENT	03/15/2017	1	615	446	72064050
PAYMENT	03/15/2017	1	729	9943	72017968
SEND PURCHASE	03/18/2017	1	132	2978	72064050
PAYMENT	03/18/2017	1	615	770	72064050
PAYMENT	03/18/2017	1	615	771	72064050
PAYMENT	03/19/2017	1	256	2957	72044780
PURCHASE	03/19/2017	1	603	3887	72049907
PURCHASE	03/19/2017	1	615	868	72064050
PURCHASE	03/19/2017	1	2781	28	72044780
SEND PURCHASE	03/19/2017	62	22	8217	72064050
EXCHANGE	03/23/2017	1	728	9809	72049907
PAYMENT	04/09/2017	1	615	2411	72271908
PAYMENT	04/10/2017	27	24	9142	72055273
PAYMENT	04/10/2017	27	212	8524	72666678
PAYMENT	04/11/2017	1	615	2510	72063570
PRESALE	04/11/2017	1	712	4571	72042905

D

<https://macysth/MacysTH/export.jsp?opt=actwk&dspopt=DCR&excl=N&r=40562>

5/5/2017

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----- History: Export to Filter

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	04/11/2017	1	712	4572	72645596
PRESALE	04/11/2017	1	712	4573	72063570
PAYMENT	04/12/2017	1	130	3841	72023415
PRESALE	04/12/2017	1	130	3843	72023415
PURCHASE	04/13/2017	1	2755	44	72044780
PRESALE	04/14/2017	1	157	9139	72028899
PRESALE	04/15/2017	1	165	4927	72064433
SEND EXCHANGE	04/21/2017	1	132	3767	72064050

<https://macysth/MacysTH/export.jsp?opt=actwk&dspt=DCR&excl=N&r=40562>

5/5/2017

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# Bloomington's Loyalty/Week

## Search Criteria:

Loyalty Number: [REDACTED]

Starting week: 01/05/2017

Week ending: 05/05/2017

## Transactions:

Transaction Type	Transaction Date	Store Number	Register Number	Transaction Number	Associate Number	Void Flag
PRESALE	01/11/2017	1	615	5532	72645596	
SEND PURCHASE	01/12/2017	1	130	7903	72038562	
SEND PURCHASE	01/12/2017	1	615	5647	72645596	
RETURN	01/12/2017	1	746	4068	72014452	
PURCHASE	01/12/2017	1	746	4069	72014452	
PURCHASE	01/14/2017	1	168	5157	72045519	
SEND PURCHASE	01/14/2017	1	615	5873	72014739	
PURCHASE	01/14/2017	1	615	5927	72042905	
SEND PURCHASE	01/15/2017	62	137	550	72061239	
PURCHASE	01/16/2017	1	216	5410	72067436	
PURCHASE	01/16/2017	1	698	5940	72070667	
PRESALE	01/23/2017	62	137	997	72061239	
PRESALE	01/25/2017	1	130	8660	72038562	
PURCHASE	01/27/2017	1	269	321	72619685	
PURCHASE	01/27/2017	1	269	324	72619685	
SEND PURCHASE	01/27/2017	1	1765	59	72050212	
SEND PURCHASE	01/28/2017	1	130	8900	72063570	
SEND PURCHASE	01/28/2017	1	247	7741	72049905	
PURCHASE	01/28/2017	1	602	5623	72635298	
PURCHASE	01/29/2017	1	766	4379	72440917	
PURCHASE	01/29/2017	1	766	4380	72440917	
PURCHASE	02/03/2017	1	730	1918	72039493	
PURCHASE	02/05/2017	1	288	3967	72001476	
SEND PURCHASE	02/05/2017	1	615	7415	72014739	
PURCHASE	02/06/2017	1	405	1199	72045325	
PURCHASE	02/06/2017	1	758	4127	72023433	
PRESALE	02/15/2017	1	130	9982	72038562	
PRESALE	02/16/2017	1	130	155	72014739	
PURCHASE	02/16/2017	1	2788	143	72044780	
PRESALE	02/17/2017	1	244	3653	72038562	
PRESALE	02/17/2017	1	615	8370	72014739	
RETURN	02/17/2017	4	108	4246	72645506	D
PRESALE	02/18/2017	1	615	8545	72014739	
PRESALE	02/21/2017	1	615	8831	72064050	
EXCHANGE	02/24/2017	1	130	746	72038562	
PURCHASE	02/24/2017	1	173	6707	72129809	
PURCHASE	02/24/2017	1	517	2681	72039785	
PURCHASE	02/24/2017	1	615	9069	72203000	
PURCHASE	02/24/2017	1	682	365	72003810	
PURCHASE	02/24/2017	1	2770	39	72016480	
SEND PURCHASE	02/26/2017	1	130	915	72064050	
PURCHASE	02/26/2017	1	195	2870	72601071	

<https://macysth/MacysTH/export.jsp?opt=loyaltywk&dspt=DCR&excl=N&r=47448>

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PURCHASE	02/26/2017	1	401	3285	72038350
PURCHASE	02/26/2017	1	682	482	72012771
PRESALE	02/27/2017	1	165	764	72064433
PURCHASE	03/09/2017	1	216	1853	72031228
PRESALE	03/09/2017	1	615	9923	72160325
PRESALE	03/11/2017	1	2730	69	72050212
PRESALE	03/13/2017	1	1791	86	72044780
PRESALE	03/15/2017	1	132	2887	72064050
PRESALE	03/15/2017	1	615	401	72063603
PRESALE	03/15/2017	1	615	403	72014739
RETURN	03/18/2017	1	130	2141	72014739
SEND PURCHASE	03/18/2017	1	132	2978	72064050
SEND PURCHASE	03/18/2017	1	615	745	72014739
PURCHASE	03/19/2017	1	603	3887	72049907
PURCHASE	03/19/2017	1	615	868	72064050
PURCHASE	03/19/2017	1	2781	28	72044780
SEND PURCHASE	03/19/2017	62	22	8217	72064050
EXCHANGE	03/23/2017	1	728	9809	72049907
PURCHASE	03/25/2017	1	213	3231	72071459
PRESALE	04/11/2017	1	712	4571	72042905
PRESALE	04/11/2017	1	712	4572	72645596
PRESALE	04/11/2017	1	712	4573	72063570
PRESALE	04/12/2017	1	130	3843	72023415
PURCHASE	04/13/2017	1	2755	44	72044780
PRESALE	04/14/2017	1	157	9139	72028899
PRESALE	04/15/2017	1	165	4927	72064433
SEND EXCHANGE	04/21/2017	1	132	3767	72064050
SEND PURCHASE	04/21/2017	1	2761	60	72050212
PURCHASE	04/22/2017	1	622	769	72063207
EXCHANGE	04/23/2017	1	691	9067	72069529
EXCHANGE	04/28/2017	1	621	7161	72039785
RETURN	04/28/2017	62	71	172	72040043 D

# Bloomington's Account/Week

## Search Criteria:

Account: [REDACTED]

Starting week: 01/05/2017

Week ending: 05/05/2017

## Transactions:

Transaction Type	Transaction Date	Store Number	Register Number	Transaction Number	Associate Number	Void Flag
PAYMENT	01/12/2017	1	130	7854	72064050	
PURCHASE	01/13/2017	1	6830	4751	72043723	
PAYMENT	01/14/2017	1	549	292	72011412	
PAYMENT	01/15/2017	1	615	6026	72064050	
PURCHASE	01/17/2017	1	6830	8732	72046069	
PAYMENT	01/23/2017	1	615	6600	72063603	
PAYMENT	01/27/2017	1	615	6837	72203000	
PAYMENT	01/28/2017	1	247	7740	72049905	
PAYMENT	01/28/2017	1	615	6932	72063570	
PAYMENT	02/03/2017	1	730	1917	72039493	
PAYMENT	02/05/2017	1	615	7413	72064050	
PAYMENT	02/15/2017	1	615	8071	72063570	
PAYMENT	02/16/2017	1	615	8278	72042905	
PAYMENT	02/17/2017	1	244	3650	72038562	
PAYMENT	02/18/2017	1	615	8542	72014739	
PAYMENT	02/18/2017	1	615	8544	72014739	
PAYMENT	02/21/2017	1	615	8829	72064050	
PAYMENT	02/24/2017	1	173	6706	72129809	
PAYMENT	02/24/2017	1	517	2679	72039785	
PAYMENT	02/24/2017	1	682	363	72003810	
PAYMENT	02/26/2017	1	195	2869	72601071	
PAYMENT	02/27/2017	1	615	9336	72672797	
PAYMENT	03/09/2017	1	549	3342	72064755	
PAYMENT	03/11/2017	1	247	9892	72050212	
PAYMENT	03/13/2017	1	615	347	72063603	
PAYMENT	03/15/2017	1	149	1222	72064755	
PAYMENT	03/18/2017	1	615	771	72064050	
PAYMENT	03/19/2017	1	256	2957	72044780	
PURCHASE	04/08/2017	1	6830	1789	72046069	
PAYMENT	04/09/2017	1	615	2411	72271908	
PAYMENT	04/10/2017	27	24	9142	72055273	
PAYMENT	04/11/2017	1	615	2510	72063570	
PAYMENT	04/12/2017	1	130	3841	72023415	

-----MACYS: EXPORT TO EXCEL

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# Bloomingdale's Gift Card/Week

## Search Criteria:

Gift Card Number: [REDACTED]

Starting week: 05/05/2010

Week ending: 05/05/2017

## Transactions:

Transaction Type	Transaction Date	Store Number	Register Number	Transaction Number	Associate Number	Void Flag
SEND PURCHASE	04/21/2017	1	2761	60	72050212	
PURCHASE	04/22/2017	1	622	769	72063207	
EXCHANGE	04/23/2017	1	288	678	72033180	D
EXCHANGE	04/23/2017	1	691	9067	72069529	

<https://macysth/MacysTH/export.jsp?opt=giftcardwk&dspopt=ERCPT&excl=N&r=88733>

5/5/2017

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BLM001893

June 6, 2017 - 1:48 P.M

My name is Kristina Mikhaylova. I have worked in Bloomingdales since May 2016. Today I had a conversation with Chris and Shanine regarding issues with my <sup>K.M.</sup> Bloomingdales account. We discussed that there is an excessive amount of purchases. In February we found out that we will be going leased and as of that the discount will not be as good. I made the purchases now to get the best discount I could. The purchases were all for myself or gifts. I never received any reimbursement of any sort. I was shipping to various friends and family out of state to avoid New York state tax. Due to the fact I was purchasing quite a few items I was shipping to various different people so I don't have to inconvenience just one particular person. I ~~was~~ now understand that it is a problem to ship things out of state to avoid <sup>K.M.</sup> ~~problems~~ taxes. I apologize for any inconvenience or issues this may have caused. From this day on I will no longer ship to different addresses to avoid taxes.

This is a true statement I was not forced to write it.

06/06/17 Kristina Mikhaylova

**bloomingdale's**  
Consent to Interview

AP-FRM 023 Reviewed 2/1/16



I understand that this meeting with a representative of Bloomingdale's Asset Protection will be recorded in both a video and audio format. It is fully understood that this recording is taking place and that I give my informed consent to record this meeting.

Signature

*Kristen Vuk*

Date:

*06/06/17*

Time:

*1:24*

Witness:

*Shanine Gray*

Title:

*Asset Protection Investigator*



**APPROVED**

Case #: 72-001-01-0029-2017

**bloomingdales****INTERNAL  
INVESTIGATION  
REPORT**

New York 59th St. - Asset Protection Department  
1000 Third Avenue  
New York NY 10022  
(212) 705-2222

**GENERAL INFORMATION**

Date Opened:	5/4/2017	Date of Termination:	6/16/2017
Date Closed:	6/6/2017	Date of Hire:	5/3/2016
Agent Name:	Christopher Castellani	Primary Case Type:	Employee Fraud - Termination (DE)
Approved By:	Christopher Castellani	Secondary Case Type:	Employee Account Abuse - Termination (AD)
Prosecuted:	No	Additional Case Type:	

Cross Referenced:

**SUBJECT INFORMATION**

Name:	Mikhaylova, Kristina	Associate Number:	72061886
Maiden:		Job Title:	Sales Associate
Alias:		Area:	HAND
Sex:	Female	Job Level:	Staff
Race:	White	Schedule Type:	Full Time
Age:	31	SSN:	000-00-0000
Height:	0 ft 0 ins	DLN:	
Weight:	0 lb's	Account Number	
Hair:	Blonde	Marital Status:	Unknown
Eye:	Blue	DOB:	5/16/1986
Email:			
Address:	[REDACTED]	Phone:	[REDACTED]

<http://ma000xsfss04/SIS72/Merge/Image.asp?ProcessType=SingleHTML&caseno=72001...> 6/16/2017

CONFIDENTIAL

BLM001896

**APPROVED**

Case #: 72-001-01-0029-2017

**PARENT INFORMATION**

Name:

Address:

Home Phone:

**CASE INFORMATION**

Admission:	Yes	Admission Amount:	\$0.00	Initiated:	Corporate Loss Prevention
Statement:	Yes	Merch Recovery:	\$0.00	Assisted 1:	CCTV
Tape:	Yes	Cash Recovery:	\$0.00	Assisted 2:	POS Monitoring
Award:		Promissory:	\$0.00		

**ARREST INFORMATION**

Time PD Called:	Photo Taken:	No	PD Case #:
Time PD Arrived:	Handcuffing:	No - Not handcuffed	Evidence Status: Holding
Time PD Left:	Charge:		

**MERCHANDISE RECOVERY INFORMATION**

Description:	SKU #:	Dept:	Qty:	Unit Price:	Total Price:	Damaged:

Total:=\$0.00

<http://ma000xfss04/SIS72/Merge/Image.asp?ProcessType=SingleHTML&caseno=72001...> 6/16/2017

CONFIDENTIAL

BLM001897



## **APPROVED**

Case #:72-001-01-0029-2017

### **NARRATIVE:**

On 5/4/2017 Central Investigations forwarded an issue with Kristina Mihaylova's employee account which had been blocked for potential reselling activity. Based on the information provided an investigation was initiated.

During review of Mikhaylova's purchase history (Bloomingdales account review, Loyalist account review and personal credit card review) it was determined that Mikhaylova had made 26 employee purchases from 10/2016 to 4/21/2017 totaling \$65,988. This level of purchasing over that time period would indicate possible discount abuse and/or employee purchasing to resell. Further investigation uncovered that the associate purchases had been sent out of state to 6 different addresses, 5 in New Hampshire and 1 in Mississippi. This further supported the potential discount abuse and reselling issues. The total tax implication was \$5856.00.

On 6/6/2017 I, Chris Castellani, had a specific loss conversation with Ms. Mikhaylova in the AP offices from 1:24pm to 2:15pm. The conversation was based on the above investigative findings and was witnessed in its entirety by API Shanine Gray.

During the conversation Ms. Mikhaylova denied abusing her discount stating that she paid for all of the merchandise and never received any reimbursement of any kind. She also stated that she bought most of the merchandise for herself as the Chanel shop was going leased and she would not have as good a discount. She did admit that she was shipping the merchandise to 'friends' out of state to avoid the NYS Sales Tax which employees "always do for customers". Ms. Mikhaylova admitted this verbally and in a signed statement.

After partnering with HRD Richard Law I suspended the associate while HR reviewed the case.

Kristina Mikhaylova was terminated on 6/16/2017 by HRD Richard Law.

<http://ma000xsfs04/SIS72/Merge/Image.asp?ProcessType=SingleHTML&caseno=72001...> 6/16/2017

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**Investigative Detail**  
**Kristina Mikhaylova - #72061886**  
*Sensitive and Confidential*

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"WORKING TOGETHER TO MAKE BLOOMINGDALE'S LIKE NO OTHER STORE IN THE WORLD"

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June 06, 2017

(A) →

1:24 pm start time

Consent to interview signed

Purchasing for kerser k/c Chanel is going leased  
 & will not be able to get ~~discount~~ discount

Now: ~~buying~~ buying for Mother, sister

using other address to avoid paying taxes.

Real addresses: some are friends & family

Planning a wedding & getting Chanel items

(B) →

1:48 pm statement was written

(C) →

2:03 pm statement completion

Castellani exits the  
Room.

(D) →

2:10 pm Castellani Rts : suspends associate

Human Resource unable to be contacted.

(E) →

2:13 pm : completion

2:15 pm : Exits Room.

MIKHAYLOVA, KRISTINA

Time Period: 6/04/2017 - 6/10/2017

Name	Type	Start Date	End Date	Details
	shift	6/10/2017	6/10/2017	130p - 1010p, Sat
	shift	6/09/2017	6/09/2017	11a - 7p, Fri
	shift	6/08/2017	6/08/2017	1230p - 830p, Thu
	shift	6/07/2017	6/07/2017	10a - 6p, Wed
	shift	6/06/2017	6/06/2017	12p - 840p, Tue

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**From:** dahlia.miller@bloomingdales.com  
**Sent:** Wednesday, May 2, 2018 2:10 PM  
**To:** Joe Rayski  
**Subject:** Scanned email from Lexmark MFP  
**Attachments:** image2018-05-02-151002.pdf

Do not reply this message

**Chris Castellani**

---

**From:** Abraham Gonzalez  
**Sent:** Thursday, May 04, 2017 10:44 AM  
**To:** Chris Castellani  
**Cc:** Tom Meehan  
**Subject:** RE: Employee Account

Chris,

This account is blocked for reselling – it's an associate account. Have we made any progress in validating whether this is discount abuse and diversion?

-Abe

---

**Abraham Gonzalez, CFI | Asset Protection Analyst - Data, Systems & Central Investigations**

Bloomingdale's | 919 Third Avenue, New York, New York 10022

(P) 212-651-3927 | (F) 212-651-6130

FEDNET TIELINE: 813-1-023-3927

"Can't always do what we have always done or we'll get the results we've always gotten." - Fields Wicker-Miurin

---

**From:** Abraham Gonzalez  
**Sent:** Monday, May 01, 2017 9:56 AM  
**To:** Chris Castellani  
**Cc:** Tom Meehan  
**Subject:** RE: Employee Account

Chris,

Any luck with this? MCCS is asking us.

-Abe

---

**Abraham Gonzalez, CFI | Asset Protection Analyst - Data, Systems & Central Investigations**

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**From:** Abraham Gonzalez  
**Sent:** Wednesday, April 19, 2017 11:06 AM  
**To:** Chris Castellani  
**Cc:** Tom Meehan  
**Subject:** FW: Employee Account

Chris,



This associate is violating our diverter policy of 6 chanel bags and is extremely likely discount abusing. Can we put a file together and have a conversation with her regarding her activity.

-Abe

The screenshot shows a web browser window with the address bar displaying 'http://ma800xstss04/SIS/2/Stand...'. The browser title is 'FSS Security Systems 2017'. The page has a menu bar with 'File', 'Edit', 'View', 'Favorites', 'Tools', and 'Help'. Below the menu bar, a message states 'Abraham, your FSS permissions are 'System Owner''. There are two buttons: 'Home' and 'My Personal Info'. The main content area is titled 'Fraud Security Systems 2017 - Version 15.0'. On the left, there is a sidebar menu with the following items: 'Investigation Tools', 'Introduction', 'eReceipt', 'Credit Fraud Tracking', 'Employee Investigation' (expanded), 'IRN/PAN Lookup', 'EZ Encryption', and 'SSN/ISN Conversion'. The main content area is titled 'Employee Details' and displays the following information:

Date Run	4/19/2017	Store Number	0001
Associate Number	72061886	Associate Name	Mikhaylova, Kristina
Street Address	[REDACTED]	City	Fresh Meadows
State/Zip	NY 11366-	Hire Date	05/03/2016
Term Date		Job Code	NS1007
Status	AF	Full/Part Time	F
Sell Section	0331	SSN	[REDACTED]
Phone Number	[REDACTED]	DOB	05/16/1986
Account Numbers			

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**From:** Jenn Schell

**Sent:** Wednesday, April 19, 2017 8:49 AM

**To:** Abraham Gonzalez; Tom Meehan

**Subject:** Employee Account

Abe and Tom,

I wanted to pass the follow account on to you, it's a Bloomingdale's Pre-Paid account in which has a credit balance of \$17,878.76. Account# 6035342423056326 it belongs to a Kristina Mikhaylova most of the purchases are at store 1 which could be here home store. I am attaching the past 2 statements to help.

Let me know if you need anything else.

**Thanks,**

**Jenn Schell | Fraud Analytics Administrator**

9111 Duke Blvd | Mason, OH 45040

FEDNET TIE LINE: 8-11-400-37823

Office: (513) 573-7823 Fax: (513) 573-2957

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